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No. 35] NEW DELHI, SATURDAY, AUGUST 28, 1971/BHADRA 6, 1893

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed
as a separate compilation

भाग II—खण्ड 3—उपखण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर)
केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories)

MINISTRY OF FOREIGN TRADE

New Delhi, the 25th June 1971

S.O. 3165.—Shri N. K. Mukherjee, I.A. & A.S. relinquished charge of the post of Financial Adviser and Chief Accounts Officer, Tea Board, Calcutta on the afternoon of the 29th April, 1971.

2. Shri N. C. Roychoudhury, an officer of the Indian Audit and Accounts Service has been appointed as Financial Adviser and Chief Accounts Officer, Tea Board, Calcutta with effect from the forenoon of the 20th May, 1971, vice Shri N. K. Mukherjee.

[No. F. 1(25)-Plant(A)/70.]

A. K. MISRA, Dy. Director.

विदेश व्यापार मंत्रालय

नई दिल्ली, 25 जून, 1971

का० अ० 3165.—श्री एन० के० मुखर्जी, आई० ए० एण्ड ए० एस० ने 29 अप्रैल, 1971 के अपराह्न से चाय बोर्ड, कलकत्ता में वित्तीय सलाहकार तथा मुख्य लेखा अधिकारी के पद का कार्यभार छोड़ दिया।

2. भारतीय लेखा परीक्षा तथा लेखा सेवा के एक अधिकारी श्री एन० सी० रायचौधरी को श्री एन० के० मुखर्जी के स्थान पर, 20 मई, 1971 के पूर्वाह्न से चाय बोर्ड कलकत्ता में वित्तीय सलाहकार तथा मुख्य लेखा अधिकारी के पद पर नियुक्त किया गया है।

[सं० का० 1 (25)-प्रांति (ए)/70]

ए० के० मिश्र, उप निदेशक।

New Delhi, the 21st July 1971

S.O. 3166.—In exercise of the powers conferred by section 3 of the Essential Commodities Act 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Textiles (Production by Knitting, Embroidery, Lace making and Printing Machines) Control Order, 1963, namely:—

1. (1) This Order may be called the Textiles (Production by Knitting, Embroidery, Lace making and Printing Machines) Control Amendment Order, 1971.

(2) It shall come into force on the date of its publication in the Official Gazette.

2. In the Textiles (Production by Knitting, Embroidery, Lace making and Printing Machines) Control Order, 1963 (hereinafter referred to as the said Order), in clause 2, for the Explanation to sub-clause (f), the following Explanation shall be substituted, namely:—

“Explanation:—For the purpose of this sub-clause, “cloth” has the same meaning as in sub-clause (a) of clause 3 of the Cotton Textiles (Control) Order, 1948, sub-clause (b) of clause 2 of the Art Silk Textiles (Production and Distribution) Control Order, 1962 and sub-clause (e) of clause 2 of the Woollen Textiles (Production and Distribution Control) Order, 1962.”

3. In clause 4 of the said Order:—

(a) in the marginal heading, for the words “knitting, lace making, or printing machine,” the words “knitting or lace making machine” shall be substituted;

(b) in sub-clause (1), for the words “knitting machine, lace making machine or printing machine,” the words “knitting machine or lace making machine” shall be substituted.

4. After clause 4 of the said Order, the following clause shall be inserted, namely:—

“4A. Registration of printing machine—(1) The owner of every printing machine installed on or after the commencement of the Textile (Production by Knitting, Embroidery, Lace making and Printing Machines) Control Amendment Order, 1970, shall within 120 days of such installation, apply to the Textile Commissioner in FORM “E” for the grant of a registration certificate in respect of each such machine.

(2) On receipt of such application, the Textile Commissioner may, after making such enquiries as he deems proper, register the printing machine and issue to the applicant a registration certificate in FORM “F”.

(3) Where a person applies for a registration certificate after the expiry of the period specified in sub-clause (1), the Textile Commissioner, if he is satisfied that the applicant had sufficient cause for not applying in time, may, after making such enquiries as he deems proper and on payment by the applicant of a late fee of one hundred rupees for each printing machine, register the printing machine and issue to the applicant a registration certificate in FORM “F”.

5. For clause 5 of the said Order, the following clause shall be substituted, namely:—

"5. Revocation of permit or cancellation of registration certificate. If the Textile Commissioner is satisfied either on a reference made to him in this behalf or otherwise that any person to whom a permit has been granted under clause 3 or clause 4 or to whom a registration certificate has been issued under clause 4A, has supplied incorrect information for the purpose of obtaining such permit or registration certificate, as the case may be, he may, without prejudice to any other action which may be taken against such person under any law, after giving an opportunity to such person to be heard in the matter, revoke such permit, or cancel such registration certificate, by an order in writing:

Provided that the Textile Commissioner may, on sufficient cause being shown, cancel any such order."

6. In clause 6 of the said Order:—

(a) in sub-clause (1), for the words "knitting machine lace making machine or printing machine", the words "knitting machine or lace making machine" shall be substituted;

(b) after sub-clause (1) the following sub-clause shall be inserted, namely:—

"(IA) No person shall work or cause to be worked any printing machine—

(a) which was installed at any time before the commencement of the Textile (Production by Knitting Embroidery, Lace making and Printing Machines) Control Amendment Order, 1970 and in respect of which an application for a permit has not been made under clause 3 or having been made the application has been rejected; or

(b) which he is not entitled to work under clause 4A; or

(c) for which a registration certificate having been cancelled under clause 5";

(c) in sub-clause (2), after the word, brackets and figure "sub-clause (1)", the words, brackets, figure and letter "or sub-clause (IA)" shall be inserted.

7. In clause 8 of the said Order, in the opening paragraph after the word and figure "clause 4", the words, figure and letter, "in granting a registration certificate under clause 4A" shall be inserted.

8. In FORM "C" appended to the said Order. in the heading for the words "WARP KNITTING, LACE MAKING OR PRINTING MACHINES", the words "WARP KNITTING OR LACE MAKING MACHINES" shall be substituted.

9. In FORM "D" appended to the said Order, in the heading for the words "warp knitting, lace making or printing machines", the word "warp knitting or lace making machines" shall be substituted.

10. After FORM "D", the following FORMS shall be inserted namely:—

FORM "E"

Form of Application for Registration Certificate for Printing Machine

[See clause 4A(1)]

1. Name of the applicant and his full address:
2. Name of the factory, if any, and its address:
(Indicate here the name in which the registration certificate is to be issued):
3. Full particulars of the printing machines for which registration certificate is required:
 - (i) Name and type of Printing Machine—Roller Printing Machine or Screen Printing Machine:
 - (ii) Width of the printing machine:
 - (iii) Maximum number of colours that can be printed:
 - (iv) Number of printing machine:

4. Date of installation:

5. Whether employed for printing Cotton cloth, Art Silk cloth or Woollen cloth:

I hereby declare that the information furnished above is true,

Place:

Date:

Signature of the applicant.

FORM "F"

Form of Registration Certificate for Printing Machines

[See clause 4A(2) and (3)]

1. Name and address of the Owner: No.....
2. Exact location of the printing machine/s:
3. Number of printing machines registered:
4. Particulars of the printing machine/s:
 - (i) Name and type of machine—Roller Printing Machine or Screen Printing Machine:
 - (ii) Width of the printing machine:
 - (iii) Maximum number of colours that can be printed:
 - (iv) Whether employed for the printing of cotton, Art Silk or Woollen cloth:

Place:

Date:

Signature of the Registering Authority.

NOTE.—The number stated at the top should be marked on each printing machine by the holder of the registration certificate.

[No. F.8/42/69-Tex(H).]

V. K. DIKSHIT, Dy. Secy.

नई दिल्ली, 21 जुलाई, 1971

फा० आ० 3166.—आवश्यक वस्तु अधिनियम, 1955 (1955 का 10) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, वस्त्र (बुनाई, कशीदाकारी, लेस बनाने और छपाई की मशीनों द्वारा उत्पादन) नियंत्रण आदेश, 1963 में और आगे संशोधन करने के लिए एतद्वारा निम्नलिखित आदेश करती है, अर्थात् :—

1. (1) इस आदेश का नाम वस्त्र (बुनाई, कशीदाकारी, लेस बनाने और छपाई की मशीनों द्वारा उत्पादन) नियंत्रण संशोधन आदेश, 1970 होगा।

(2) यह शासकीय राजपत्र के प्रकाशन की तारीख को प्रवृत्त होगा।

2. वस्त्र (बुनाई, कशीदाकारी, लेस बनाने और छपाई की मशीनों द्वारा उत्पादन) नियंत्रण आदेश 1963 में (जिसे इसमें इसके पश्चात् उक्त आदेश कहा जाता है) खण्ड 2 में उप-खण्ड (ख) के स्पष्टीकरण के लिए, निम्नलिखित स्पष्टीकरण प्रतिस्थापित किया जाएगा, अर्थात् :—

“स्पष्टीकरण.—इस उपखण्ड के प्रयोजन के लिए “कपड़ा” वही अर्थ है जो सूती वस्त्र (नियंत्रण) आदेश, 1948 के खण्ड 3 के उपखण्ड (क), कृत्रिम रेशम वस्त्र (उत्पादन और वितरण) नियंत्रण आदेश, 1962 के खण्ड 2 के उपखण्ड (ख) और ऊनी वस्त्र (उत्पादन और वितरण नियंत्रण) आदेश, 1962 के खण्ड 2 के उपखण्ड (ड०) में है।”

3. उक्त आदेश के खण्ड 4 में,—

(क) पार्श्व शीर्षक में, “बुनाई, लेस बनाने, या छपाई मशीन शब्दों के लिए बुनाई या लेस बनाने की मशीन” शब्द प्रतिस्थापित किए जाएंगे।

(ख) उपखण्ड (1) में “बुनाई-मशीन, लेस बनाने की मशीन या छपाई की मशीन “शब्दों के लिए” बुनाई-मशीन या लेस बनाने की मशीन” शब्द प्रतिस्थापित किए जाएंगे।

4. उक्त आदेश के खण्ड 4 के पश्चात्, निम्नलिखित खण्ड अन्तः स्थापित किया जाएगा, अर्थात् :—

“4 क मुद्रण-मशीन का रजिस्ट्रीकरण—

(1) वस्त्र (बुनाई, कशीदाकारी, लेस बनाने और छपाई की मशीनों द्वारा उत्पादन) नियंत्रण संशोधन आदेश, 1970 के प्रारम्भ होने पर या उसके पश्चात् प्रतिष्ठापित हर छपाई-मशीन का स्वामी ऐसे प्रतिष्ठापन के 120 दिन के भीतर प्रत्येक ऐसी मशीन की बाबत रजिस्ट्रीकरण प्रमाण पत्र दिए जाने के लिए प्ररूपा “ड” में वस्त्र आयुक्त को आवेदन करेगा।

(2) ऐसे आवेदन की प्राप्ति पर, वस्त्र आयुक्त, ऐसी जांच करने के पश्चात् जैसी वह उचित समझे, छपाई मशीन की रजिस्ट्री कर सकेगा और आवेदक को प्ररूप “च” में एक रजिस्ट्रीकरण प्रमाण पत्र जारी कर सकेगा।

(3) जहां कोई व्यक्ति, उपखण्ड (1) में विनिर्दिष्ट अवधि के अवसान के पश्चात् रजिस्ट्रीकरण प्रमाण पत्र के लिए आवेदन करता हूं, वहां वस्त्र आयुक्त, यदि उसको

समाधान हो गया है कि आवेदक के पास समय से आवेदन न करने का पर्याप्त कारण है तो, ऐसी जांच करने के पश्चात् जैसी वह उचित समझे और आवेदक द्वारा प्रत्येक छपाई मशीन के लिए एक सौ रुपये की विलम्ब फीस के संदाय पर, छपाई मशीन को रजिस्टर कर सकेगा और आवेदक को प्ररूप "च" में एक रजिस्ट्रीकरण प्रमाणपत्र जारी कर सकेगा ।

5. उक्त आदेश के खण्ड (5) के लिए, निम्नलिखित खण्ड प्रतिस्थापित किया जाएगा, अर्थात् :—

"5. अनुज्ञा पत्र का प्रतिसंहरण या रजिस्ट्रीकरण प्रमाणपत्र का रद्द किया जाना—यदि वस्त्र आयुक्त का या तो इस बारे में उसे निदश किए जाने पर या अन्यथा यह समाधान हो गया है कि किसी ऐसे व्यक्ति ने, जिसे खण्ड 3 या खण्ड 4 के अधीन कोई अनुज्ञा पत्र दिया गया है या खण्ड 4क के अधीन कोई रजिस्ट्रीकरण प्रमाणपत्र जारी किया गया है, यथा स्थिति, ऐसा अनुज्ञा पत्र या रजिस्ट्रीकरण प्रमाणपत्र प्राप्त करने के प्रयोजनार्थ कोई गलत जानकारी दी है तो, ऐसे व्यक्ति के विरुद्ध किसी विधि के अधीन की जाने वाली किसी अन्य कार्यवाही पर प्रतिकूल प्रभाव डाले बिना, ऐसे व्यक्ति को उस मामले में सुनवाई का अवसर प्रदान करने के पश्चात् लिखित आदेश द्वारा ऐसे रजिस्ट्रीकरण प्रमाणपत्र को रद्द कर सकेगा या ऐसे अनुज्ञा पत्र को प्रतिसंहृत कर सकेगा :

परन्तु वस्त्र आयुक्त, ऐसे किसी आदेश को रद्द कर सकेगा यदि उसे यह दर्शित किया जाए कि वैसा करने का पर्याप्त कारण था ।

6. उक्त आदेश के खण्ड 6 में :—

(क) उप-खण्ड (1) में, "बुनाई की मशीन, लेस बनाने की मशीन या छपाई की मशीन" शब्दों के लिए "बुनाई की मशीन या लेस बनाने की मशीन" शब्द प्रतिस्थापित किए जाएंगे :

(ख) उपखण्ड (1) के पश्चात् निम्नलिखित उप-खण्ड अन्तः स्थापित किया जाएगा ; अर्थात् :—

"(1क) कोई भी व्यक्ति ऐसी कोई छपाई की मशीन न तो चलाएगा और न ही चलवाएगा—

(क) जो वस्त्र (बुनाई, कशीदाकारी, लेस बनाने और छपाई की मशीनों द्वारा उत्पादन) विनियम संशोधन आदेश 1970 के प्रारम्भ होने से पहले किसी भी समय प्रतिष्ठापित की गई थी और जिसके बारे में खण्ड 3 के अधीन कोई आवेदन नहीं किया गया है अथवा आवेदन किया गया था किन्तु उसे पामंजूर कर दिया गया है ; या

(ख) जिसे वह खण्ड 4 के अधीन चलाने का हकदार नहीं है ; या

(ग) जिसके लिए रजिस्ट्रीकरण प्रमाणपत्र खण्ड 4क के अधीन प्रदान किया गया था किन्तु खण्ड 5 के अधीन उसे रद्द कर दिया गया था ।"

(घ) उपखण्ड (2) में, "उपखण्ड (1)" शब्द और कोष्ठक के पश्चात् "या उपखण्ड (1क)" शब्द, कोष्ठक, अंक और अक्षर अन्तः स्थापित किए जाएंगे ।

7. उक्त आदेश के खण्ड 8 में, प्रारम्भिक पैरा में, "अनुदत्त करने या अस्वीकार करने में शब्दों के पश्चात् "खण्ड 4क" के अधीन रजिस्ट्रीकरण प्रमाणपत्र अनुदत्त करने में, शब्द, अंक और अक्षर अन्तः स्थापित किए जाएंगे ।

8. उक्त आदेश से संलग्न प्ररूप "ग" के शीर्ष के शब्द "रस्सी बुनने, लेस बनाने या छपाई की मशीनों के लिए "रस्सी बुनने या लेस बनाने की मशीनों" शब्द प्रतिस्थापित किए जाएंगे।

9. उक्त आदेश से संलग्न प्ररूप "घ" के शीर्ष के शब्द "रस्सी बुनने, लेस बनाने या छपाई की मशीनों" के लिए "रस्सी बुनने या लेस बनाने की मशीनों" शब्द प्रतिस्थापित किए जाएंगे।

10. प्ररूप "ब" के पश्चात् निम्नलिखित प्ररूप अन्तः स्थापित किए जाएंगे, अर्थात् :—

“प्ररूप ड०”

छपाई-मशीन के रजिस्ट्रीकरण प्रमाणपत्र के लिये आবেदन का प्ररूप

(खण्ड 4क(1) देखिए)

1. प्रार्थी का नाम और उसका पूरा पता :
2. कारखाने का, यदि कोई हो, नाम और उसका पता :
(यहां वह नाम लिखिए जिस नाम में रजिस्ट्रीकरण प्रमाण पत्र जारी किया जाना है)
3. उस छपाई मशीन की पूरी विविधियां जिसके लिए रजिस्ट्रीकरण प्रमाण पत्र अपेक्षित है :
 - (i) छपाई मशीन का नाम और किस्म-रोलर छपाई मशीन या स्क्रीन छपाई मशीन;
 - (ii) छपाई मशीन की चौड़ाई;
 - (iii) अधिकतम कितने रंग छापे जा सकते हैं;
 - (iv) छपाई मशीन का क्रमांक ।
4. प्रतिष्ठापन की तारीख
5. क्या उसे सूती कपड़े की या कृत्रिम रेशमी कपड़े की या ऊनी कपड़े की छपाई के काम में लाया जाता है ।

मैं एनड्वारा घोषित करता हूं कि उपर दी गई जानकारी सही है।

स्थान :

तारीख :

प्रार्थी के हस्ताक्षर

प्ररूप "च"

छपाई मशीन के रजिस्ट्रीकरण प्रमाणपत्र के लिए प्ररूप

(खण्ड 4क(2) और (3) देखिए)

सं०

1. स्वामो का नाम और पता ।
2. वह निश्चित स्थान, जहां छपाई मशीन/मशीनें स्थापित हैं ।
3. रजिस्ट्रीकृत छपाई मशीन का क्रमांक ।
4. छपाई मशीन/मशीनों की विशिष्टियां ।
 - (i) मशीन का नाम और किस्म—रोलर छपाई मशीन या स्क्रीन छपाई मशीन ;
 - (ii) छपाई मशीन की चौड़ाई ;
 - (iii) अधिकतम कितने रंग छापे जा सकते हैं ;
 - (iv) क्या उसे सूती कपड़े कृत्रिम रेशमी कपड़े या ऊनी कपड़े की छपाई के काम में लाया जाता है ।

स्थान :

तारीख :

रजिस्ट्रीकर्ता प्राधिकारी के हस्ताक्षर

टिप्पण : रजिस्ट्रीकरण प्रमाणपत्र के धारक को चाहिए कि वह ऊपर सिरे पर लिखी हुई संख्या प्रत्येक छपाई-मशीन पर अंकित कर ले ।

[सं० फा० 8/42/69-टेक्स (एच).]

बी० के० दीक्षित, उप सचिव ।

New Delhi, the 27th July 1971

S.O. 3167.—In exercise of the powers conferred under Sub-section (1) of Section 6 of the Central Silk Board Act 1948 (61 of 1948), the Central Government hereby appoints Shri Inder J. Malhotra, Member, Lok Sabha and Member of the Central Silk Board as Vice-Chairman of the Central Silk Board for the period upto and including the 8th April, 1973.

[No. F. 21/1/70-Tex(F).]

नई दिल्ली, 27 जुलाई, 1971

का० आ० 3167.—केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार लोक सभा के सदस्य तथा केन्द्रीय रेशम बोर्ड के सदस्य श्री जे० मल्होत्रा को 8 अप्रैल, 1973 तक की अवधि, जिसमें उक्त तारीख भी शामिल है, के लिए उपाध्यक्ष के पद पर एतद्वारा नियुक्त करती है ।

[संख्या फा० 21/1/70-टेक्स (एफ)]

S.O. 3168.—The Central Government hereby notifies that the Rajya Sabha has, in pursuance of Clause (c) of Sub-section (3) of Section 4 of the Central Silk Board Act 1948 (61 of 1948), elected on the 11th June, 1971, the following members of the Rajya Sabha to be members of the Central Silk Board:

1. Shri Arjun Arora.
2. Shri Jagdambi Prasad Yadav.

[No. F. 21 /1/70-Text(F).]

का० आ० 3168.—केन्द्रीय सरकार एतद्वारा अधिसूचित करती है कि राज्य सभा ने केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 4 की उपधारा (3) के खण्ड (ग) के अनुसरण में, 11 जून, 1971 को राज्य सभा के निम्नोक्त सदस्यों को केन्द्रीय रेशम बोर्ड के सदस्य के रूप में चुना है :—

1. श्री अर्जुन अरोड़ा
2. श्री जगदम्बी प्रसाद यादव

[सं० फा० 21/1/70-टैक्स (एफ)]

S.O. 3169.—The Central Government hereby notifies that the Lok Sabha has, in pursuance of Clause (c) of sub-section (3) of Section 4 of the Central Silk Board Act, 1948 (61 of 1948) elected on 29th June, 1970, the following members of the Lok Sabha to be the members of the Central Silk Board:—

1. Shri Dinesh Chandra Goswami.
2. Shri G. Y. Krishnan.
3. Shri Inder J. Malhotra.
4. Shri Murasoli Maran.

[No. F. 21/1/70-Text(F).]

M. L. GUPTA, Dy. Secy.

का० आ० 3169.—केन्द्रीय सरकार एतद्वारा अधिसूचित करती है कि लोक सभा ने केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 4 की उपधारा (3) के खण्ड (ग) के अनुसरण में, 29 जून, 1970 को लोक सभा के निम्नोक्त सदस्यों को केन्द्रीय रेशम बोर्ड के सदस्य के रूप में चुना है :—

1. श्री दिनेश चन्द्र गोस्वामी
2. श्री जी० बाई० कृष्णन
3. श्री इन्द्र जे० मल्होत्रा
4. श्री मुरासोली मारन

[सं० फा० 21/1/70-टैक्स (एफ)]

एम० एल० गुप्ता, उप सचिव ।

CARDAMOM CONTROL

New Delhi, the 27th July 1971

S.O. 3170.—In pursuance of clause (c) of sub-section (3) of section 4 of the Cardamom Act, 1965 (42 of 1965) read with rule 5 of the Cardamom Rules, 1966, the Central Government hereby notifies that Sarvashri D. B. Chandra Gowda and M. Rajangam, Members of Lok Sabha, have been elected by the Lok Sabha, as members of the Cardamom Board.

[No. F. 29(88)Plant(B)/68-III.]

N. N. MALHAN, Dy. Director.

इलायची नियंत्रण

नई दिल्ली, 27 जनवरी, 1971

का० प्रा० 3170.—इलायची नियम, 1966 के नियम 5 के साथ पठित इलायची अधिनियम, 1965 (1965 का 42) की धारा 4 की उप-धारा (3) के खण्ड (ग) के अनुसरण में केन्द्रीय सरकार एतद्वारा अधिसूचना करती है कि लोक-सभा के सदस्य सर्वश्री डी० बी० चन्द्र गोड तथा एम० रंजम, लोक सभा द्वारा इलायची बोर्ड के सदस्यों के रूप में निर्वाचित किए गए हैं।

[स० का० 29(88)—प्लॉट (बी) 68-III]

एन० एन० मल्हन, उप-निदेशक।

(Office of the Jt. Chief Controller of Imports and Exports)

ORDER

Bombay, the 15th January 1971

SUBJECT.—Cancellation of licence No. 1330923 dated 13-4-1970 (Custom Purposes copy) issued to M/s. Ellora Silk Mills Pvt. Ltd., Bombay-2.

S.O. 3171.—M/s. Ellora Silk Mills Pvt. Ltd., Neelkanth, 7th floor, 93, Marine Drive Bombay-2 have been granted licence No. 1330923, dated 13-4-1970 for Rs. 3337 (Rs. Three Thousand Three hundred and Thirty Seven only) for import of Dyes and Chemicals.

They have applied for duplicate copy of Customs Purposes of the said licence on the ground that the original licence has been lost.

It is further stated that the said original licence is not registered with the customs and is not utilised.

In support of their claim Applicant have filed an affidavit.

I am satisfied that the original copy of Customs Purposes of licence No. 1330923, dated 13-4-1970 has been lost and direct that the duplicate copy of the licence should be issued to the applicant firm.

The original Customs Purposes copy is cancelled.

[No. 242/209220/OD, 69/L/EPSC. IA.]

SMT. M. D' COSTA.

Dy. Chief Controller of Imports & Exports,
for Jt. Chief Controller of Imports & Exports

(संयुक्त मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

आदेश

बम्बई, 15 जनवरी, 1971

विषय.—सर्वश्री एलोरा सिल्क मिल्स प्रा० लि०, बम्बई 2 के नाम जरी किए गए लाइसेंस नं० 1330923, दिनांक 13-4-1970 का (केवल सीमा-शुल्क कार्य सम्बन्धी प्रति) रद्द करने का आदेश।

का० प्रा० 3171.—सर्वश्री एलोरा सिल्क मिल्स प्रा० लि० नीलकंठ, सातवीं मंजिल, 93 मैरिन ड्राइव, बम्बई-2 को रंग तथा रसायनों के आयात के लिए 3337 रुपये (तीन हजार तीन सौ सैंतीस रुपये मात्र) का आयात लाइसेंस नं० 1330923, दिनांक 13-4-1970 स्वीकृत किया गया था।

उन्होंने उक्त लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी प्रति के लिए इस आधार पर आवेदन किया है कि मूल लाइसेंस खो गया है।

आगे यह बताया गया है कि मूल लाइसेंस सीमा शुल्क कार्यालय में पंजीकृत नहीं किया गया है और उस का उपयोग नहीं किया गया है।

अपने दावे के समर्थन में आवेदक ने एक शपथ-पत्र जमा किया है।

मैं इससे संतुष्ट हूँ कि लाइसेंस सं० 1330923, दिनांक 13-4-1970 की मूल सीमा-शुल्क कार्य सम्बन्धी प्रति खो गई है और निदेश देता हूँ कि आवेदक फर्म को लाइसेंस की अनुलिपि प्रति जारी की जानी चाहिए।

मूल सीमा-शुल्क कार्य सम्बन्धी प्रति रद्द की जाती है।

[स० मि० 242/209220/ओ डो 69/एल/ईपीएसी 1 ए]

श्रीमति एम० डी कोस्टा,

उप-मुख्य नियंत्रक आयात-निर्यात,

इसे संयुक्त मु०, नियंत्रक, आयात-निर्यात।

(Office of the Jt. Chief Controller of Imports and Exports)

ORDERS

Bombay, the 16th January 1971

SUBJECT.—Order for cancellation of Customs Purposes copy of licence No. P/L/2597562, dated 12th November, 1969, for Rs. 3,000 issued in favour of M/s. Pushpa Pictures Bombay-4.

S.O. 3172.—M/s. Pushpa Pictures, 1-E, Naaz Bldg., Lamington Road, Bombay-4 was granted the import licence No. P/L/2597562, dated 12th November, 1969 for Rs. 3,000 for import of Studio Make Up Materials and Photographic papers/colour and chemicals required for taking out prints for publicity material and permissible as per A.M. 70 P.B. for the licensing period A.M. 68 respectively from G.C.A. They have applied for duplicate copy of Customs purposes of the above mentioned licence on the ground that the original Customs purposes copy of the licence has been lost or misplaced. It is further stated that the original customs purposes copy of the licence was utilised for Rs. 1,500 (Studio make up materials) only.

2. In support of this contention, the applicant has filed an affidavit on stamped paper duly attested before the Presidency Magistrate, Esplanade Court, Bombay. I am satisfied that the Original Customs purpose copy of licence No. P/L/2597562, dated 12th November, 1969 has been lost or misplaced and direct that a duplicate customs purpose copy of the licence should be issued to the applicant. The original Customs Purpose copy of licence No. P/L-2597562, dated 12th November, 1969 is cancelled.

[No. 1/71.]

(संयुक्त-मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

आदेश

बम्बई 16 जनवरी, 1971

विषय :—सर्वश्री पुष्पा पिक्चर्स, बम्बई-4 का जारी किए गए 2000 रुपये के 'A' सेस सं० पी/ए 1/2597562, दिनांक 12-11-69 की सीमा शुल्क प्रति को रद्द करने का आदेश।

एस० ओ० 3172.—सर्वश्री पुष्पा पिक्चर्स, 1- ईनाज बिल्डिंग, लैमिंग्टन रोड, बम्बई-4 को लाइसेंस अवधि अप्रैल-मार्च 68 के लिए अप्रैल-मार्च 70 की रैड बुक में सामान्य मुद्रा क्षेत्र से यथा

अनुमेष क्रमशः स्टूडियो की सजावट के सामान तथा प्रकाशन सामग्री के लिए मुद्राक्षर तैयार करने के लिए आवश्यक फोटोग्राफ सम्बन्धी कार्डों, रंगों और रसायनों के आयात के लिए 3,000 रुपये का एक आयात लाइसेंस सं० पी० एल/2597562, दिनांक 12-11-69, प्रदान किया गया था। उन्होंने उपर्युक्त लाइसेंस की सीमा शुल्क प्रति की अनुलिपि के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमा शुल्क प्रति खो गई है या अस्थानस्थ हो गई है। आगे यह बताया गया है कि लाइसेंस की मूल सीमा शुल्क प्रति का उपयोग केवल 1500 रुपये (स्टूडियो सजावट के सामान) के लिए किया गया था।

2. इस तर्क के समर्थन में आवेदक ने प्रेजीडेन्सी मजिस्ट्रेट, कोर्ट, बम्बई सामने स्टाम्प पेपर पर विधिवत् साक्ष्यांकित, एक शपथ-पत्र दाखिल किया है। मैं सन्तुष्ट हूँ कि लाइसेंस सं० पी० एल/2597562, दिनांक 12-11-69 की मूल सीमा शुल्क प्रति खो गई है और निदेश देता हूँ कि आवेदक को लाइसेंस की सीमा शुल्क प्रति की अनुलिपि जारी की जानी चाहिए। लाइसेंस सं० पी० एल/2597562 दिनांक 12-11-69 की मूल सीमा शुल्क प्रति रद्द की जाती है।

[सं० 1/71]

SUBJECT.—*Order for cancellation of customs purposes copy of licence No. 2606107, dated 10th February, 1971 for Rs. 5,000 issued in favour of M/s. Trishul, Bombay.*

S.O. 3173.—M/s. Trishul, Bombay was granted the import licence No. P/L/2606107, dated 10th February, 1970 for Rs. 5,000/- for the imports of items for the licensing period A.M. 70 from G.C.A. They have applied for duplicate of Customs purpose copy of the above mentioned licence on the ground that the original Customs purpose copy of the licence has been lost or misplaced. It is further stated that the original licence was not registered with any Customs House and not utilised.

2. In support of this contention, the applicant has filed an affidavit on stamped paper duly attested before the Presidency Magistrate, Esplanade Court, Bombay. I am satisfied that the original Customs copy of licence No. P/L/2606107, dated 10th February, 1970 has been lost or misplaced and direct that a duplicate customs purpose copy of the licence should be issued to the applicant. The original licence No. 2606107, dated 10th February, 1970 is cancelled (Customs copy only).

[No. 2/71.]

R. D. PAWAR,

Dy. Chief Controller of Imports & Exports.
for Jt. Chief Controller of Imports & Exports.

बिषय :—सर्वश्री त्रिशूल, बम्बई को जारी किये गये 5000 रुपये के लाइसेंस सं० 2606107, दिनांक 10-2-70 की सीमा शुल्क प्रति को रद्द करने के लिए आदेश।

एस० ओ० 3173.—सर्वश्री त्रिशूल, बम्बई को लाइसेंस अवधि अप्रैल-मार्च 70 के लिए इस आदेश के मुद्रा क्षेत्र के आयात के लिए 5000 रुपये का एक आयात लाइसेंस सं० पी० एल/2606107, दिनांक 10-2-70 प्रदान किया गया था। उन्होंने उपर्युक्त लाइसेंस की सीमा शुल्क प्रति की अनुलिपि के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमा शुल्क प्रति खो गई है या अस्थानस्थ हो गई है। आगे यह बताया गया है कि मूल लाइसेंस किसी सीमा शुल्क कार्यालय में पंजीकृत नहीं कराया गया था और उसका उपयोग नहीं किया गया था।

इस तर्क के समर्थन में आवेदक ने प्रेजीडेन्सी मजिस्ट्रेट, इस्प्लानेड कोर्ट, बम्बई के सामने स्टाम्प पेपर पर विधिवत् साक्ष्यांकित एक शपथ-पत्र दाखिल किया है। मैं सन्तुष्ट हूँ कि लाइसेंस सं० पी० एल/2606107, दिनांक 10-2-70 की मूल सीमा शुल्क प्रति खो गई है या अस्थानस्थ हो गई है और निदेश देता हूँ कि आवेदक को लाइसेंस की सीमा शुल्क प्रति की अनुलिपि जारी की जानी

चाहिए। मूल लाइसेंस सं० 2606107 दिनांक 10-2-70 (केवल सीमा-शुल्क प्रति) रह किया जाता है।

[संख्या 2/71]

आर० डी० पवार,

उप-मुख्य नियंत्रक, आयात-निर्यात,

कृते संयुक्त मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Jt. Chief Controller of Imports and Exports)

ORDER

New Delhi, the 4th February 1971

S.O. 3174.—M/s. Asia Electronic Industries, Chandawali Gate, Unchangaon, Ballabgarh were granted an import licence No. P/S/1666401/C/XX/37/D/29.30 dated 23rd December, 1970 for Rs. 5000/- for import of 'Permissible Type of Components of Amplifiers as per Appendix 38 of the Red Book for A.M. 71 period' from G.C.A. They have applied for issue of duplicate copy of the Exchange Control Copy of the said licence on the ground that the original Exchange Control Copy has been lost/misplaced without having been utilised at all.

2. The applicant have filed an affidavit in support of their contention as required under para 313(2) of ITC Hand Book of Rules and Procedure, 1970. I am satisfied that original Exchange Control copy has been lost/misplaced.

3. In exercise of the powers conferred on me under Section 9(cc) Import (Control) Order, 1955, dated 7th December, 1955, I order the cancellation of Original Exchange Control Copy of Import Licence No. P/S/1666401 dated 23rd December, 1970.

4. The applicant is now being issued a duplicate copy of the Exchange Control Copy of this licence in accordance with the provision of para 313(4) of ITC Hand Book of Rules and Procedure, 1970.

[No. NP/243(N)/AM70/AU-HH/CLA/2193.]

A. L. BHALLA,
Dy. Chief Controller.

for Jt. Chief Controller of Imports & Exports.

(उप-मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

(केन्द्रीय लाइसेंस क्षेत्र)

आदेश

नई दिल्ली 4 फरवरी, 1971

एस० ओ० 3174.—सर्वश्री एशिया इलेक्ट्रॉनिक इन्डस्ट्रीज, चन्दावली गेट ऊचागांव, बल्लभ गढ़ को अप्रैल-मार्च, 1971 अवधि के लिए रेड बुक के परिशिष्ट 38 के अनुसार सामान्य मुद्रा क्षेत्र से स्वीकृत किस्म के संवर्धक के घंटाकों के आयात के लिए 5,000 रुपये का आयात लाइसेंस सं० पी/एस/1666401/सी/एक्स एक्स/37/डी/29-30 दिनांक 23-12-70 स्वीकृत किया गया था। उन्होंने उक्त लाइसेंस की अनुलिपि मुद्रा विनियम नियंत्रण प्रति के लिए इस आधार पर आवेदन किया है कि मूल मुद्रा विनियम नियंत्रण प्रति बिना उपयोग किए ही खो गई है/अस्थानस्थ हो गई है।

2. अपने तर्कों के समर्थन में आबोदेक ने आयात व्यापार नियंत्रण नियम तथा कार्य विधि पुस्तक हैंड बुक 1970 की कंडिका 313(2) के अन्तर्गत विहित अनुसार एक शपथ-पत्र जमा किया है। मैं इससे संतुष्ट हूँ कि मूल मुद्रा विनियम नियंत्रण प्रति खो गई है/अस्थानस्थ हो गई है।

3. आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 की धारा 9 (सीसी) के अन्तर्गत प्रदत्त अधिकारों का उपयोग करते हुए मैं लाइसेंस सं० पी/एस/1666401 दिनांक 23-12-70 की मूल मुद्रा विनियम नियंत्रण प्रति को रद्द करने का आदेश देता हूँ।

4. आबोदेक को अब आयात व्यापार नियंत्रण नियम तथा कार्यविधि पुस्तक हैंड बुक 1970 की कंडिका 313(4) में दी गई व्यवस्था अनुसार लाइसेंस की अनुलिपि मुद्रा विनियम नियंत्रण प्रति जारी की जा रही है।

[संख्या एन पी/243 (एन)/ए एम 70/एयू-एच एच/सी एल ए/2193]

ए० एल० भल्ला,

उप-मुख्य नियंत्रक, आयात-निर्यात,

कृते संयुक्त उप मुख्य नियन्त्रक, आयात-निर्यात।

(Office of the Dy. Chief Controller of Imports and Exports)

ORDER

Kanpur, the 6th March 1971

S.O. 3175.—A licence No. P/S/1654125, dated 8th May, 1970 for the value of Rs. 2,500/- for the import of Natural Essential Oils (Permissible Type) Vanillin was issued to M/s. Prabhat Bakery, Sisamau Bazar, Kanpur in the category of actual users.

Thereafter a Show Cause Notice No. ENF.II(86)/1970/KAN/7033, dated the 23rd January, 1971 was issued asking them to show cause within 15 (Fifteen) days of the receipt of notice as to why the said licence in their favour should not be cancelled on the ground that they had no factory in existence and the licence was therefore, not to serve the purpose for which it was issued.

The above said show cause notice has been returned by the Postal authorities undelivered with the remark "Refused".

The undersigned has carefully considered the case and has come to the conclusion that the licence in question will not serve the purpose for which it was issued.

Having regard to what has been stated in the proceeding para the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of powers vested in him under clause 9 sub-clause (c) of the Imports (Control) Order, 1955 hereby cancelled the licence No. P/S/1654125, dated 8th May, 1970 for Rs. 2,500 issued in favour of M/s. Prabhat Bakery, 108/151, Sisamau Bazar, Kanpur.

[No. ENF.II(86)/1970/KAN.1

O. N. ANAND,

Dy. Chief Controller of Imports & Exports.

(उप-मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

आदेश

कानपुर 6 मार्च, 1971

एस० ओ० 3175.—वास्तविक उपयोक्ताओं की श्रेणी में सर्वश्री प्रभात बेकरी, सीसामाऊ बाजार, कानपुर को प्राकृतिक मूलभूत मधुवासीय तेलों (अनुमेय किस्म) के आयात के लिए 2500 रुपये के मूल्य का एक लाइसेंस संख्या पी/एस/1654125, दिनांक 8-5-1970 जारी किया गया था।

इसके पश्चात् एक कारण निर्देशन नोटिस संख्या एन्फ.2 (86)/1970/कानपुर/7033 दिनांक 23 जनवरी, 1971 उनको इसकी प्राप्ति के 15 दिन के भीतर यह बताने के लिए जारी किया गया कि उनको जारी किये गये उक्त लाइसेंस को इस आधार पर रद्द क्यों न कर देना चाहिए कि वास्तव में उनका कोई कारखाना विद्यमान नहीं है और इसलिए उनको जिस उद्देश्य के लिए उक्त लाइसेंस जारी किया गया था उससे वह उद्देश्य पूरा नहीं होता।

डाक प्राधिकारियों ने उपर्युक्त कारण निर्देशन नोटिस टिप्पणी "इन्कार किया" के साथ अवितरित लौटा दिया है।

अधोहस्ताक्षरी ने मामले पर ध्यान पूर्वक विचार किया है और इस निर्णय पर पहुंचा है कि विषयाधीन लाइसेंस जिस उद्देश्य के लिए जारी किया गया था उस उद्देश्य को पूरा नहीं करेगा।

पूर्वगामी कंडिका में जो कुछ कहा गया है उसको ध्यान में रखते हुए अधोहस्ताक्षरी संतुष्ट है कि विषयाधीन लाइसेंस रद्द कर देना चाहिए या अन्यथा अभिवाही समर्पित कर देना चाहिए। इसलिए, आयात (नियंत्रण) आदेश, 1955 की धारा 9 उप-धारा (सीसी) के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए अधोहस्ताक्षरी सर्वश्री प्रभात बेकरी, 108/151, सीतामाऊ बाजार, कानपुर को 2500 रुपये के लिए जारी किये गये लाइसेंस संख्या पी/एस/1654125, दिनांक 8-5-1970 को एतद् द्वारा रद्द करते हैं।

[संख्या ई० एन० एफ० 2 (86)/1970/कान]

ओ० एन० आनन्द,

उप-मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Dy. Chief Controller of Imports and Exports)

ORDER

Panjam-Goa, the 26th March 1971

S.O. 3176.—M/s. Casa Lusitana, Panjim were granted import licence No. P/E/0140560/C/XX/32/G/29-30, dated 25th September, 1969, on General Area for the import of milk powdered and condensed (including milk food for infants) valued at Rs. 3,295/- under I.T.C.Sr. No. 9-10-IV. They have applied for duplicate copies of Customs and Exchange Control Purposes of the above mentioned licence on the ground that the original Customs and Exchange Control Purposes copies of the licence have been lost. It is further stated that the original Customs Purposes copy and Exchange Control Purposes copy of the licence were not registered with any Customs Authority and not utilised at all.

In support of their contention the applicants have filed an affidavit on stamped paper duly attested before the First Class Magistrate, Panjim. The undersigned is satisfied that both the copies of the original licence No. P/E/0140560/C/XX/32/G/29-30, dated 25th September, 1969 have been lost or misplaced and direct that a duplicate Customs Purposes copy and Exchange Control Purposes copy of the said licence should be issued to the applicant.

In exercise of the powers conferred on me under Section 9(cc) of Import (Control) Order 1955, I order the cancellation of the original Customs Purpose copy and Exchange Control Purposes copy of the licence No. P/E/0140560/C/XX/32/G/29-30, dated 25th September, 1969.

The applicants are now being issued a duplicate copy of Customs Purpose and Exchange Control Purposes of this licence in accordance with the provisions contained in para 313(I) of the I.T.C. Hand Book of Rules & Procedure, 1970.

[No. E1/9-10-IV/77/AM70.]

C. K. RAMACHANDRA RAO,

Dy. Chief Controller of Imports & Exports.

(उप-मुख्य नियंत्रक, आयात-निर्यात का कार्यलय)

आदेश

पंजिम (गोआ), 26 मार्च, 1971

एस० ओ० 3176.—सर्वश्री कासा लुसिताना, पंजिम को सामान्य क्षेत्र से आयात व्यापार नियंत्रण क्रम संख्या 9-10-IV के अन्तर्गत चूणित तथा संघमित दूध (शिशुओं के लिए दूध आहार भी शामिल है) के आयात के लिए 3,295/- रुपये का आयात लाइसेंस संख्या पी/ई/0140560/सी/एक्सएक्स/32/जी/29-30, दिनांक 25 सितम्बर, 1969 स्वीकृत किया गया था। उन्होंने उक्त लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी तथा मुद्रा विनिमय नियंत्रण प्रतियों के लिए इस आधार पर आवेदन किया है कि मूल सीमा-शुल्क कार्य सम्बन्धी तथा मुद्रा विनिमय नियंत्रण प्रतियां खो गई हैं। आगे यह बताया गया है कि उक्त लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी तथा मुद्रा विनिमय नियंत्रण प्रतियां किसी भी सीमा-शुल्क प्राधिकारी के पास पंजीकृत नहीं की गई थीं और उनका बिल्कुल उपयोग नहीं किया गया था।

अपने तर्कों के समर्थन में आवेदक ने प्रथम श्रेणी मजिस्ट्रेट, पंजिम के समक्ष विधिवत् हस्ताक्षरित स्टाम्प कागज पर एक शपथ पर जमा किया है। अधोहस्ताक्षरी इससे संतुष्ट है कि लाइसेंस संख्या पी/ई/0140560/सी/एक्सएक्स/32/जी/29-30 दिनांक 25-9-1969 की दोनों मूल प्रतियां खो गई हैं अथवा अस्थानस्थ हो गई हैं और निदेश देता है कि आवेदक को उक्त लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी तथा मुद्रा विनिमय नियंत्रण प्रतियां जारी की जानी चाहिए।

आयात (नियंत्रण) आदेश, 1955 की धारा 9 (सीसी) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए मैं, लाइसेंस संख्या पी/ई/0140560/सी/एक्सएक्स/32/जी/29-30, दिनांक 25-9-1969 की मूल सीमा-शुल्क कार्य सम्बन्धी तथा मुद्रा विनिमय नियंत्रण प्रतियों को रद्द करने का आदेश देता हूं।

आवेदक को अब आयात व्यापार नियंत्रण, नियम तथा कार्यविधि हैड बुक, 1970 की कंडिका 313(1) के अनुसार उक्त लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी तथा मुद्रा विनिमय नियंत्रण प्रतियां जारी की जा रही हैं।

[संख्या ई० आई०/9-10-4/77/एम/70]

सी० के० रामचन्द्र राव,

उप-मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Jt. Chief Controller of Imports and Exports)

ORDERS

Calcutta, the 5th May 1971

SUBJECT :—Order cancelling both the Customs purposes copy and the Exchange Control purposes copy of licence No. P/E/0168943/C/XX/32/C/29.30 dated 24th July, 1969 issued in favour of M/s. Heath and Gresham Limited 31, Chittaranjan Avenue, Calcutta-12 in connection with the issue of duplicate copies for the same for Rs. 4889/- only.

S.O. 3177.—M/s. Heatly & Gresham Limited, 33, Chittaranjan Avenue, Calcutta-12 were granted an import licence No. P/E/0168943/C/XX/32/C/29.30 for Rs. 4889/-.

They have now applied for issuance of duplicate copies of both customs purposes copy and exchange control purposes copy of the said licence on the

ground that the original Custom copy and Exchange Control purposes copy of the above licence have been lost fully unutilised.

In support of the same, the applicant has filed an affidavit to the effect that the original Customs and Exchange Control purposes of the above mentioned licence have been lost.

In support of the same, the applicant has filed an affidavit to the effect that the licence has been lost and I have directed that duplicate of both of the said licence in question should be issued to the applicant. The original Customs and Exchange control purposes copy of the above licence are cancelled.

[No. 6-EI-II.]

संयुक्त मुख्य नियंत्रक, आयात निर्यात का कार्यालय

आदेश

कलकत्ता 5 मई, 1971

विषय.—सर्वश्री हीट्ले एण्ड ग्रेशम लि०, 31 चित्तरंजन एवेन्यू, कलकत्ता-12 के नाम में 4889/-रुपये के लिए जारी किए गए लाइसेंस संख्या पी/ई/0168943/सी/एक्स एक्स/32/सी/29-30 दिनांक 24-7-69 की सीमा-शुल्क कार्य सम्बन्धी प्रति और मुद्रा विनिमय नियंत्रण प्रति को रद्द करने तथा उसी की अनुलिपि प्रतियों को जारी करने सम्बन्धी आदेश।

एस० नो० 3177.—सर्वश्री हीट्ले एण्ड ग्रेशम लि०, 31, चित्तरंजन एवेन्यू, कलकत्ता-12 को 4889 रुपये के लिए एक आयात लाइसेंस संख्या : पी/ ई/0168943/सी/एक्स एक्स 32/सी/29/30, प्रदान किया गया था

उन्होंने अब उक्त लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी तथा मुद्रा विनिमय नियंत्रण प्रतियों के लिए इस आधार पर आवेदन किया है कि उपर्युक्त लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी तथा मुद्रा विनिमय नियंत्रण प्रतियां बिना प्रयोग किए ही खो गई हैं।

अपने तर्क के समर्थन में यह बताते हुए कि उक्त लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी तथा मुद्रा विनिमय नियंत्रण प्रतियां खो गई हैं, आवेदक ने एक शपथ पत्र प्रस्तुत किया है।

मैं इससे संतुष्ट हूं कि उक्त लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी तथा मुद्रा विनिमय नियंत्रण प्रतियां खो गई हैं और निदेश देता हूं कि आवेदक को विषयाधीन लाइसेंस की दोनों अनुलिपि प्रतियां जारी की जानी चाहिए। उपर्युक्त लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी प्रति तथा मुद्रा विनिमय नियंत्रण प्रतियां रद्द की जाती हैं।

[सं० : 6-ई आई-2]

Calcutta, the 27th May 1971

S.O. 3178.—M/s. Alliance Trading Corporation (P) Ltd., 15, Swinhoe Lane, Calcutta-42 were granted Import Licence No. P/S/1700564/C/XX/38/C/31-32 dated 7th April, 1971 for Rs. 1,52,462/-. They have applied for duplicate copies of both the Customs and Exchange Control Copy of the said licence on the ground that the original of the same has been lost. It is further stated that the original licence has not been registered with any Customs Authorities and the full value of the licence (i.e. Rs. 1,52,462/-) remain unutilised.

In support of this contention the applicant has filed an Affidavit to the effect that the original copies of the licence have been lost. I am satisfied that the original licence No. P/S/1700564/C dated 7th April, 1971 has been lost and directed that duplicate copies of both the Customs and Exchange Control Copies of the licence in question should be issued to the applicant.

The original licence is cancelled.

[No. 87 & 109/IV/P-21/A-M/71/AX-III.]

P. B. SAHA,

Dy. Chief Controller of Imports and Exports.
for Jt. Chief Controller of Imports and Exports.

कलकत्ता, 27 मई, 1971

विषय.—लाइसेंस संख्या पी/एस/1700564/सी/एक्स एक्स/38/सी/31-32 दिनांक 7-4-71 की सीमा-शुल्क कार्य सम्बन्धी और मुद्रा-विनिमय नियंत्रण दोनों प्रतियों को रद्द करने का आदेश।

एस० ग्री० 3178—सर्वश्री एलाईस ट्रेडिंग कारपोरेशन (प्रा) लि०, 15, बीनहोई लेन, कलकत्ता—42 को 1,52,462 रुपये का आयात लाइसेंस संख्या पी/एस/1700564/सी/एक्सएक्स/38/सी/31-32, दिनांक 7-4-71 प्रदान किया गया था। उन्होंने उक्त लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी तथा मुद्रा विनिमय दोनों प्रतियों के लिए इस आधार पर आवेदन किया है कि मूल दोनों प्रतियां खो गई हैं। आगे यह बताया गया है कि मूल लाइसेंस किसी भी सीमा-शुल्क प्राधिकारी के पास पंजीकृत नहीं कराया गया था और लाइसेंस के पूरे मूल्य (यानी 1,52,462 रुपये) का उपयोग नहीं किया गया है।

इस तर्क के समर्थन में आवेदक ने यह बताते हुए कि लाइसेंस की मूल प्रतियां खो गई हैं एक शपथ पत्र जमा किया है। मैं इससे सन्तुष्ट हूँ कि मूल लाइसेंस खो गया है और निदेश दिया है कि विषयाधीन लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी और मुद्रा विनिमय नियंत्रण दोनों प्रतियां जारी की जानी चाहिए।

मूल लाइसेंस रद्द किया जाता है।

[सं० 87 और 109/4/ए-21/ए-एम/71/ए 4-3]

पी० बी० साह,

उप-मुख्य नियंत्रक, आयात-निर्यात,
कृते संयुक्त मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Chief Controller of Imports and Exports)

ORDER

Ernakulam, Cochin, the 20th May 1971

S.O. 3179.—A licence No. P/L/2595684/C/XX/34/E/29, 30/F. 1.2. dt. 5.3.1970 of the value of Rs. 9029/- for import of Stainless steel sheets and four other items was issued to M/s. Seachief Fisheries, Cochin. 2, subject to the condition as under:

“This licence is issued subject to the condition that all items of goods imported under it shall be used only in the licence holder's factory at the address shown in the application against which the licence is issued, and for the purpose for which the licence is issued, or may be processed in the factory of another manufacturing unit, but no portion thereof shall be sold to any party or utilised or permitted to be utilised in any other manner. The goods so processed in another factory shall however be utilised in the manufacturing process undertaken by the licensee. The licensee shall maintain a proper account of consumption and utilisation of the goods imported against the licence in the prescribed manner and produce such accounts to the licensing authority, sponsoring authority or any other concerned authority within such time as may be specified by such authority”.

2. Thereafter, a show cause notice No. DC/29/70/Enf. dt. 22.4.1971 was issued asking them to show cause within seven days as to why the said licence in their favour should not be cancelled on the ground that your firm is defunct and the goods if imported under the said licence cannot be utilised for the purpose for which it was granted in terms of clause 9, sub-clause (cc).

3. In response to the aforesaid show cause notice, M/s. Seachief Fisheries, Cochin-2 had not replied till date nor furnished any detailed explanation and had also not asked for personal hearing with the undersigned.

4. Having regard to what has been stated in the preceding paragraph, the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under clause 9, sub-clause (cc) hereby cancel the licence No. P/L/2595684 dt. 5-3-1970 for Rs. 9029/- issued in favour of M/s. Seachief Fishers, Cochin. 2.

[No. DC/29/70/Enf.]

P. GOVINDA RAJU,

Dy. Chief Controller of Imports and Exports.

(उप-मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

आदेश

एरनाकुलम, कोचीन, 20 मई, 1971

एस० ओ० 3179.—सर्वश्री सीवीफ फिशरीज, कोचीन-2 को जंग विरोधी इस्पात चद्दों तथा अन्य चार मदों के आयात के लिए 9029 रुपये के मूल्य का एक लाइसेंस सं० पी/एल/2595684/सी/एक्सएक्स/34/ई/29-30/एफ. 1.2, दिनांक 5-3-1970 निम्नलिखित शर्तों के अधीन जारी किया गया था :—

“यह लाइसेंस इस शर्तों के अधीन जारी किया जाता है कि इसके अन्तर्गत आयातित माल की सभी मदों का उपयोग लाइसेंसधारी के उसी कारखाने में किया जाएगा जिसका पता उस आवेदन पत्र में दिया गया है, उसके आधार पर यह लाइसेंस जारी किया गया है, और माल की सभी मदों का उपयोग उसी उद्देश्य के लिए किया जाएगा जिसके लिए लाइसेंस जारी किया गया है, अथवा माल की सभी मदें अन्य निर्माण एकक के कारखाने में संसोधित की जा सकती हैं परन्तु उनका कोई भाग न तो किसी पार्टी को बेचा जाएगा, न उसके द्वारा उपयोग किया जाएगा और न किसी अन्य तरीके से उपयोग करने की अनुमति दी जाएगी। लेकिन, लाइसेंसधारी अन्य कारखाने में इस प्रकार संसोधित माल को अपने व्यवसाय के निर्माण कार्य में उपयोग कर सकता है। लाइसेंसधारी लाइसेंस के आधार पर आयातित माल के उपभोग और उपयोग का उचित लेखा निर्धारित रीति से रखेगा और उस लेख को लाइसेंस प्राधिकारी, प्रायोजक प्राधिकारी या किसी अन्य सम्बद्ध प्राधिकारी को ऐसे समय के भीतर प्रस्तुत करेगा जो समय ऐसे प्राधिकारी द्वारा निर्दिष्ट किया जाए।”

2. इसके पश्चात्, उन्हें एक कारण निर्देशन नोटिस सं० डी सी/29/70/एफ, दिनांक 22-4-70 सात दिन के भीतर यह पूछते हुए जारी किया गया कि बतावें कि उनको प्रदान किए गए उक्त लाइसेंस की धारा 9 उपधारा (सी सी) के अनुसार इस आधार पर क्यों न रद्द कर देना चाहिए कि आपकी फर्ष समाप्त हो गई है और इस लाइसेंस के अन्तर्गत यदि माल आयात किया गया तो उसका उपयोग उस उद्देश्य के लिए नहीं हो सकता जिसके लिए लाइसेंस प्रदान किया गया था।

3. पूर्वोक्त कारण निर्देशन नोटिस के सन्दर्भ में सर्वश्री सीवीफ फिशरीज, कोचीन-2 ने निर्धारित विधि तक न तो कोई उत्तर दिया था न ही कोई विस्तृत स्पष्टीकरण प्रस्तुत किया था और न ही निम्न हस्ताक्षरकर्ता से व्यक्तिगत सुनवाई की मांग की थी।

4. पूर्वोक्त कंडिका में जो कुछ कहा गया है उसको ध्यान में रखते हुए निम्न हस्ताक्षरकर्ता संतुष्ट है कि बिध्याधीन लाइसेंस रद्द कर देना चाहिए या अन्यथा अप्रभावी सौंप देना चाहिए। अतः निम्न हस्ताक्षरकर्ता धारा 9 उप धारा (सी सी) में निहित अधिकारों का प्रयोग करते हुए सर्वश्री

सी चीफ फिशरीज, कोचीन-2 को जारी किए गए 9029 रुपये के लाइसेंस सं० पी एल/2595684, दिनांक 5-3-1970 को एतद्वारा रद्द करता है।

[संख्या : डी सी 29/70/एन्फ]

पी० गोविन्दराजू,
उप-मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Chief Controller of Imports and Exports)

ORDERS

New Delhi, the 6th July 1971

S.O. 3180.—In exercise of the powers conferred by Clause 9 of the Import Control Order, 1955, dated 7th December, 1955 as amended, the undersigned hereby cancels the Customs Purposes Copy of Import Licence No. G/C/2028165/C/XX/37/H/31/CG.II, dated 10th December, 1970, for Rs. 34,181/- (Rupees thirty four thousand one hundred and eighty one only). The original Customs Purposes copy of the licence was not utilised at all.

The reason for the cancellation is that the Customs Purposes copy of the licence has been lost/misplaced by the licensee who has requested for the issue of a duplicate licence in lieu thereof. The duplicate copy of the licence for Customs Purposes is being issued separately.

[No. CGII/ID & IT(47)/70-71/417.]

P. C. VERMA,
Dy. Chief Controller of Imports and Exports.
for Chief Controller of Imports and Exports.

(मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली 6 जुलाई, 1971

एस०ओ० 3180—यथा संशोधित आयात नियंत्रण आदेश, 1955, दिनांक 7-12-1955 की धारा 9 में प्रदत्त अधिकारों का प्रयोग करते हुए निम्न हस्ताक्षरों महाप्रबन्धक, दि केरल सिरेमिक्स लि० कुन्हापा आफ केरल को 34,181/- रुपये (चौतीस हजार एक सौ इकासी रुपये मात्र) के लिए जारी किए गए आयात लाइसेंस संख्या : जी/सी/2028165/सी/ एक्स एक्स। 37।एच।31/सी० जी० 2 की सीमा शुल्क कार्य सम्बन्धी प्रति को एतद्वारा रद्द करता है। लाइसेंस की मूल सीमा शुल्क प्रति का बिल्कुल ही उपयोग नहीं किया गया था।

रद्द करने का कारण यह है कि लाइसेंस की सीमा शुल्क प्रति लाइसेंसधारी से खो गई है/अस्थानस्थ हो गई है। उसने इसके स्थान पर लाइसेंस की अनुलिपि जारी करने के लिए आवेदन किया है। लाइसेंस की सीमा शुल्क कार्य सम्बन्धी प्रति की अनुलिपि अलग से जारी की जा रही है।

[संख्या सीजी/2/आई डी एण्ड आई टी (47)/70-71/417]

पी० सी० वर्मा,

उप-मुख्य नियंत्रक, आयात-निर्यात,
रुते मुख्य नियंत्रक, आयात निर्यात।

(Office of the Chief Controller of Imports & Exports)

ORDERS

New Delhi, the 13th July 1971

S.O. 3181.—It has been reported by M/s. Hindustan Cables Ltd., Rupnarainpur R. S. Distt. Burdwan that the Customs Purposes copy of import licence No. P/D/2173101 dated 19-12-1969 granted to them for a value of Rs. 2,16,00,000/- (Rupees Two crores and sixteen lakhs only) has been lost. The licence was registered with Calcutta Port and had been utilised to the extent of Rs. 1,87,07,019.54 (Rupees one crore eighty-seven lakhs seven thousand and nineteen and paise fifty-four only).

In support of this contention, M/s. Hindustan Cables Ltd. have given an affidavit. The undersigned is satisfied that the original Customs Purposes copy of licence has been lost and direct that a duplicate licence for Customs Purposes should be issued to them. The original Customs Purposes copy of the licence is cancelled.

A duplicate Customs Purposes copy of the licence is being issued separately.

[No. W&C/30(3)/69-70/RMV.]

(मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली, 13 जुलाई, 1971

एस० ओ० 3181.—सर्वश्री हिन्दुस्तान केबुल्ज लि०, रुपनारायणपुर, जिला बर्दवान द्वारा यह प्रतिवेदित किया गया है कि उनके नाम 2,16,00,000 रुपये (दो करोड़, सोलह लाख रुपये मात्र) के लिए जारी किये गये लाइसेंस संख्या : पी/डी/2173101, दिनांक 19-12-69 की सीमा-शुल्क कार्य सम्बन्धी प्रति खो गई है। लाइसेंस कलकत्ता पत्तन में पंजीकृत किया गया था और 1,87,07,019.54 रुपये (एक करोड़ सत्तासी लाख, सात हजार उन्नीस रुपये और चौवन पैसे मात्र) तक का उपयोग कर लिया गया था।

उपर्युक्त तर्कों के समर्थन में सर्वश्री हिन्दुस्तान केबुल्ज लि० ने एक शपथ-पत्र प्रस्तुत किया है। निम्नहस्ताक्षरी इससे संतुष्ट है कि लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी प्रति खो गई है और निदेश देता है कि उन्हें लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी प्रति जारी की जानी चाहिए। लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी प्रति रद्द की जाती है।

लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी प्रति अलग से जारी की जा रही है।

[सं० डब्ल्यू एंड सी/150(3)/69-70/आर एम 5.]

S.O. 3182.—It has been reported by M/s. Hindustan Cables Ltd., R. S. Rupnarainpur, Distt. Burdwan that the Customs Purposes copy of import licence No. P/D/2179627 dated 6-5-70 granted to them for a value of Rs. 1,85,00,000/- (Rupees one crore and eighty-five lakhs only) has been lost. The licence was registered with Calcutta Port and had been utilized to the extent of Rs. 1,78,28,190.63 (Rupees one crore, seventy-six lakhs, twenty-eight thousand one hundred ninety and paise sixty-three only).

In support of this contention, M/s. Hindustan Cables Ltd. have given an affidavit. The undersigned is satisfied that the original Customs Purposes copy of the licence has been lost and direct that a duplicate licence for Customs Purposes should be issued to them. The original Customs Purposes copy of the licence is cancelled.

A duplicate Customs Purposes copy of the licence is being issued separately.

[No. W&C/50(4)/69-70/RMV.]

J. SHANKAR,

Dy. Chief Controller of Imports & Exports,
for Chief Controller of Imports Exports.

एस०ओ० 3182.—सर्वश्री हिन्दुस्तान केबुल्ज लि०, रूपनारायणपुर, जिला बर्दवान द्वारा यह प्रतिवेदित किया गया है कि उनके नाम में 1,85,00,000 रुपये (एक करोड़ पच्चासी लाख रुपये मात्र) के लिए जारी किए गए लाइसेंस संख्या पी० डी०/ 2179627 दिनांक 6-5-70 की सीमा-शुल्क कार्य सम्बन्धी प्रति खो गई है। लाइसेंस कलकत्ता पत्तन में पंजीकृत किया गया था और 1,76,28,190.63 रुपये (एक करोड़ छिहत्तर लाख अठ्ठाईस हजार एक सौ नब्बे रुपये और तिरैसठ पैसे मात्र) तक का उपयोग कर लिया गया था।

उपर्युक्त तर्क के समर्थन में सर्वश्री हिन्दुस्तान केबुल्ज लि० ने एक शपथ-पत्र प्रस्तुत किया है। निम्नहस्ताक्षरी इससे संतुष्ट है कि लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी प्रति खो गई है और निवेश देता है कि उन्हें लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी प्रति जारी की जानी चाहिए। लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी प्रति रद्द की जाती है।

लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी प्रति अलग से जारी की जा रही है।

[संख्या : डब्ल्यू एंड सी/50(4)/69-70/आर एम-5 बी)]

जै० शंकर,

उप-मुख्य नियंत्रक, आयात-निर्यात,
कृते मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Chief Controller of Imports and Exports)

ORDERS

New Delhi, the 8th July 1971

S.O. 3183.—M/s. United India Periodicals Pvt. Ltd., Link House, New Delhi were granted an import licence No. P/A/1306889/D/IE/31/H/27-28 dated 26-6-69 for Rs. 2,62,800/- (Rupees Two lakh sixty-two thousand and eight hundred only). They have applied for the issue of a duplicate Customs Purposes and Exchange Control Purposes copy of the said licence on the ground that the original Customs Purposes & Exchange Control Purposes copies have been lost/misplaced. They have further stated that the original Customs Purposes/Exchange Control copy was not registered with Customs authorities. The licence was utilised for NIL rupees only. (संख्या : डब्ल्यू एंड सी/50(4)/69-70/आर एम-5 बी) -/0000820'2 'H saw it no avqavilvav eoualvq epy dne thousand and eight hundred only).

2. In support of this contention the applicant has filed an affidavit certified by the Sub-Divisional Magistrate, T. Hazari, Delhi. I am accordingly satisfied that the original Customs Purposes & Exchange Control Purposes copy of the said licence has been lost. Therefore in exercise of the powers conferred by Sub-Clause (9) (cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said original Customs Purposes & Exchange Control Purposes, copies of licence No. P/A/1306889 dated 26-6-69 issued to M/s. United India Periodicals Pvt. Ltd., New Delhi are hereby cancelled.

3. A duplicate Customs Purposes and Exchange Control Purposes copy of the said licence is being issued separately to the licensee.

[No. 1-U/67-V/68-69/NPCIA.]

(मुख्य निबंधक, आयात निर्यात का कार्यालय)

आदेश

नई दिल्ली, 8 जुलाई, 1971

एस० ओ० 3183.—सर्वश्री यूनाइटेड इंडिया पीरियोडिक्स प्राइवेट लिमिटेड, लिंक हाउस, नई दिल्ली को 2,62,800/- रुपये (दो लाख बासठ हजार आठ सौ रुपये मात्र) के लिए एक आयात लाइसेंस संख्या पी०/ए०/1306889, दिनांक 25-6-69 प्रदान किया गया था। उन्होंने लाइसेंस की अनुलिपि जारी करने के लिए इस आधार पर आवेदन किया है कि मूल/सीमा शुल्क प्रति/मुद्रा-विनिमय नियंत्रण प्रति खो गई है। इसका बिलकुल उपयोग नहीं हुआ था और इस पर शेष उपलब्ध धन राशि 2,62,800/- रुपये थी।

2. इस तर्क के समर्थन में आवेदक ने दिल्ली राज्य के उप-मंडल-मजिस्ट्रेट द्वारा विधिवत् साक्ष्यंकित एक शपथ-पत्र दाखिल किया है। तबनुसार, मैं सन्तुष्ट हूँ कि उक्त लाइसेंस की मूल सीमा-शुल्क प्रति/मुद्रा विनिमय नियंत्रण प्रति खो गई है। इसलिए, यथा संशोधित आयात-नियंत्रण आदेश, 1955, दिनांक 7-12-1955 की उपधारा 9 (सीसी) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए सर्वश्री यूनाइटेड इंडिया पीरियोडिक्स को जारी किए गए लाइसेंस संख्या पी०/ए०/1306889, दिनांक 25-6-69 को उक्त मूल सीमा-शुल्क प्रति/मुद्रा विनिमय नियंत्रण प्रति को एतद्वारा रद्द किया जाता है।

3. लाइसेंस धारी को उक्त लाइसेंस की सीमा-शुल्क प्रति/मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि अलग से जारी की जा रही है।

[संख्या 1-यू/67-5/68-69/एन पी सी 1 ए)]

New Delhi, the 12th July 1971

S.O. 3184.—M/s. Hindustan Aeronautics Limited, Kanpur were granted import licence So. I/A/1041268/R/KN/34/H/29-30/MLI dated 17-3-70 under U.K. Maintenance loan No. 1969 for import of components for Aircraft Construction valued at Rs. 5,38,34,000. They have requested for the issue of a duplicate Exchange Control copy of the said licence on the ground that the original exchange copy of the licence has been lost by them. It has further been reported by the party that the licence was utilised for Rs. 94,55,784.49 and that it has a balance of Rs. 4,43,78,215.51. The licence was registered with Collector of Customs, Delhi.

In support of their contention, the applicant have filed an affidavit. The undersigned is satisfied that the original Exchange Control copy of the licence No. I/A/1041268/R/KN/34/H/29.30/MLI dated 17-3-70 has been lost and direct that a duplicate Exchange Control copy of the said licence should be issued to them. The original Exchange Control copy is hereby cancelled.

The duplicate Exchange Control Copy is being issued separately.

[No. HAL/62/69-70/PLS(A).]

नई दिल्ली, 12 जुलाई 1971

एस० ओ० 3184.—सर्वश्री हिन्दुस्तान एरोनेटिक्स लि०, कानपुर को वायुयान निर्माण के लिये यू० के० अनुरक्षण ऋण सं० 1969 के अन्तर्गत संघटकों के आयात के लिये 5,38,34,000 रुपये का आयात लाइसेंस सं० आईए/1041268/आर/केएन/34/एच 29-30/एम एल 1, दिनांक 17-3-70 स्वीकृत किया गया था। उन्होंने उक्त लाइसेंस की अनुलिपि मुद्रा विनिमय नियंत्रण प्रति के लिये इस आधार पर आवेदन किया है कि मूल मुद्रा विनिमय नियंत्रण प्रति खो गई है। पार्टी द्वारा आगे यह बताया गया है कि 94,55,784.49 रुपये के लिये लाइसेंस का उपयोग कर लिया गया है और बाकी

4,43,78,215.51 रुपये बच गया है। लाइसेंस सीमा-शुल्क समाहर्ता दिल्ली के पास पंजीकृत किया गया था।

अपने तर्कों के समर्थन में आवेदक ने एक शपथ-पत्र प्रस्तुत किया है। अधोहस्ताक्षरी इससे संतुष्ट है कि लाइसेंस सं० आई/ए/1041268/आर/केएन/34/एच 29-30/एम एस 1 दिनांक 17-3-70 खो गया है और निदेश देता है कि उन्हें उक्त लाइसेंस की अनुलिपि मुद्रा विनिमय नियंत्रण प्रति जारी की जानी चाहिये। मूल मुद्रा विनिमय नियंत्रण प्रति एतद्वारा रद्द की जाती है।

अनुलिपि मुद्रा विनिमय नियंत्रण प्रति अलग से जारी की जा रही है।

[सं० हाल/62/69-70/पी एस एस (ए)]

New Delhi, the 23rd July 1971

S.O. 3185.—M/s. The Assam Tribune, Tribune Building, Gauhati were issued an import licence No. P/A/1325795/C/XX/34/H/29-30 dated 3-2-70 for Rs. 16,207 (Rupees Sixteen thousand two hundred and seven only). They have applied for the issue of a duplicate Customs Purposes copy of the said licence on the ground that the original Customs Purposes copy has been lost/misplaced. It is further stated that the original Customs Purposes copy was registered with the Customs authorities at Calcutta and utilised partly. It was utilised for Rs. 8,296 and the balance available on it was Rs. 7,911 (Rupees Seven thousand nine hundred and eleven only).

2. In support of this contention the applicant has filed an affidavit along with a certificate from Sub-Divisional Magistrate (Sadar), Gauhati. I am accordingly satisfied that the original Customs Purposes copy of the said licence has been lost. Therefore in exercise of the powers conferred under Sub-Clause (9) (CC) of the Imports (Control) Order, 1955 dated 7-12-1955 as amended the said original Customs Purposes copy of licence No. P/A/1325795/C/XX/34/H/29-30, dated 3-2-70 issued to M/s. The Assam Tribune, Tribune Building, Gauhati is hereby cancelled.

3. A duplicate Customs Purposes copy of the said licence is being issued separately to the licensee.

[No. 67-V/A-8/69-70/NPCIA.]

SARDUL SINGH,

Dy. Chief Controller of Imports and Exports.

नई दिल्ली, 23 जुलाई 1971

एस० ओ० 3185.—वी असम ट्रिब्यून, बिल्डिंग, गौहाटी, असम को 16207 रुपये (ठोलह हजार दो सौ सात रुपये मात्र) के लिये एक आयात लाइसेंस संख्या पी० ए० 1325795/सी/एक्सएक्स/34/एच/29-30 दिनांक 3-2-70 प्रदान किया गया था। उन्होंने लाइसेंस की सीमा-शुल्क प्रति की अनुलिपि जारी करने के लिये इस आधार पर आवेदन किया है कि मूल सीमा-शुल्क प्रति खो गई है। आगे यह बताया गया है कि मूल सीमा शुल्क कार्य सम्बन्धी प्रति सीमा-शुल्क प्राधिकारी, कलकत्ता के पास पंजीकृत कराई गई थी तथा इसकी धनराशि में से 8,296 रुपये मात्र का आंशिक उपयोग हुआ था और इस पर शेष उपलब्ध धनराशि सं० 7,911 (सात हजार नौ सौ ग्यारह रुपये मात्र) थी।

2. इस तर्कों के समर्थन में आवेदक ने उपमंडल मजिस्ट्रेट (सदर), गौहाटी द्वारा साक्ष्यकित एक शपथ-पत्र दाखिल किया है। तदनुसार मैं संतुष्ट हूँ कि उक्त लाइसेंस की मूल सीमा-शुल्क प्रति खो गई है। इसलिये, यथा संशोधित आयात नियंत्रण आदेश, 1955, दिनांक 7-12-55 की उपधारा 9 (सी सी) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए सर्वश्री वी असम ट्रिब्यून, ट्रिब्यून बिल्डिंग, गौहाटी को जारी किए गये लाइसेंस सं० पी०/ए० 1325795 दिनांक 3-2-70 की उक्त मूल सीमा-शुल्क प्रति को एतद्वारा रद्द किया जाता है।

लाइसेंसधारी को उक्त लाइसेंस की सीमा-शुल्क प्रति की अनुलिपि अलग से जारी की जा रही है ।

[सं० 67-5/ए-8/69-70/एन०पी०सी०आई०ए०]

सरदूल सिंह,

उपमुख्य नियंत्रक, आयात-निर्यात ।

(Office of the Chief Controller of Imports and Exports)

ORDERS

New Delhi, the 14th July 1971

S.O. 3186.—M/s. Orient General Industries Ltd., 111/1, Barrackpur Trunk Road, Calcutta-35 were granted Import Licence No. P/D/2168372/S/IN/31/H/27.28 dated 8-4-69 for Rs. 3,30,500/- for import of Raw Materials/Components as per list attached under 4th IDA Credit. They have requested for issue of Duplicate Customs & Exchange Control Copies of the Licence on the ground that both original Customs & Exchange Control Copies of the said licence have been lost having been registered with Collector of Customs, Calcutta and partly utilised for Rs. 2,99,957/-. The firm have furnished necessary affidavit as per I.T.C. Rules.

2. The undersigned is satisfied that Original Custom and Exchange Control copies of Import licence No. P/D/2168372/S/IN dated 8-4-69 have been lost and directs that Duplicate Customs and Exchange Control Copies may be issued. The original Customs Copy and Exchange Control Copy of the above licence are hereby cancelled.

[No. Auto-124(1)/AM69/RM4.]

(मुख्य नियंत्रक, आयात निर्यात का कार्यालय)

आदेश

नई दिल्ली, 14 जुलाई, 1971

एस० ओ० 3186.—सर्वश्री ओरिएण्ट जनरल इन्डस्ट्रीज लि०, 111/1, बैरकपुर ट्रंक रोड, कलकत्ता-35 को चौथे आईडीए क्रेडिट के अंतर्गत संलग्न सूची में यथा उल्लिखित कच्चे माल/संघटकों के आयात के लिए 3,30,500/- रुपये के लिए एक आयात लाइसेंस संख्या : पी/डी 2168372/एस/आई एन/31/एच/27:28, दिनांक 8-4-69 प्रदान किया गया था । उन्होंने लाइसेंस की सीमा शुल्क प्रति और मुद्रा विनिमय नियंत्रण प्रति की अनुलिपियां जारी करने के लिए इस आधार पर आवेदन किया है कि उक्त लाइसेंस सीमाशुल्क समाहर्ता, कलकत्ता के कार्यालय में पंजीकृत होने के बाद और उसका 2,99,957/- रुपये तक आंशिक उपयोग करने के बाद खो गया है । कर्म ने आयात व्यापार नियंत्रण नियमों के अनुसार अपेक्षित शपथ पत्र प्रस्तुत किया है ।

2. निम्नहस्ताक्षरी संतुष्ट है कि आयात लाइसेंस संख्या पी/डी/2168372/एस/आई एन, दिनांक 8-4-69 की मूल सीमा-शुल्क तथा मुद्रा विनिमय नियंत्रण प्रतियां खो गई हैं और निदेश देता है कि इन की अनुलिपियां जारी की जायें । उपर्युक्त लाइसेंस की मूल सीमा शुल्क तथा मुद्रा विनिमय नियंत्रण प्रतियां एतद्द्वारा रद्द की जाती हैं ।

[संख्या आटो-124(1)/69/आर एम-4]

New Delhi, the 15th July 1971

S.O. 3187.—M/s. Naran Lala Metal Works' Pvt. Ltd., Navasari were granted an Import Licence No. P/D/2180701/S/AN, dated 2nd July, 1970 for import of Copper Ingots worth Rs. 3,00,000/-. They have requested for the issue of Duplicate Exchange Control Copy of the said Licence on the ground that Original Exchange Control Copy has been misplaced. They have already opened a **Letter of Credit No. 530149 on 19th January, 1971 for \$40,000/- equivalent to Rs. 3,00,000/-** with Bank of Baroda, Bombay. The Duplicate Copy is now required for actual remittance. The firm have also furnished necessary affidavit as per I.T.C. Rules.

2. The undersigned is satisfied that original exchange Control Copy of Import Licence No. P/D/2180701 dated 2nd July, 1970 has been misplaced and directs that a duplicate Exchange Control Copy may be issued. The original Exchange Control Copy of the above licence is hereby cancelled.

[No. Mach-N-1(2)/AM70/RM4.]

G. D. BAHL,

Dputy Chief Controller of Imports and Exports.

नई दिल्ली 15 जुलाई 1971

एस० ओ० 3187.—सर्वश्री नारन लाला मेटल वर्क्स प्रा० लि०, नवसारी को 3,00,000 रुपए की ताबे की सिल्लियों के आयात के लिए एक आयात लाइसेंस संख्या पी/डी/2180701/एस/ए/एन, दिनांक 2-7-70 प्रदान किया गया था। उन्होंने उक्त लाइसेंस की मुद्रा विनियम नियंत्रण प्रति की अनुलिपि के लिए इस आधार पर आवेदन किया है कि मूल मुद्रा विनियम नियंत्रण प्रति अस्थानस्थ हो गई है। उन्होंने पहले ही 19-1-71 को बैंक आफ इंडीया, बम्बई में 3,00,000 रुपए के बराबर 40,000 डालर का एक साख पत्र खोला है। अब मुद्रा विनियम नियंत्रण प्रति की अनुलिपि की आवश्यकता वास्तविक धन प्रेषण के लिए है। फर्म ने आयात व्यापार नियंत्रण नियमों के अनुसार आवश्यक शपथ पत्र भी दाखिल किया है।

2. निम्नहस्ताक्षरी संतुष्ट हैं कि लाइसेंस संख्या पी/डी/2180701, दिनांक 2-7-70 की मूल मुद्रा विनियम नियंत्रण प्रति अस्थानस्थ हो गई है और निदेश देता है कि मुद्रा विनियम नियंत्रण प्रति की अनुलिपि जारी की जाए। उपर्युक्त लाइसेंस की मूल मुद्रा विनियम नियंत्रण प्रति एतद्वारा रद्द की जाती है

[संख्या मैक-न-1(2)/ए० एम० 70/आर/एम-4]

जी० डी० बहल,

उप-मुख्य नियंत्रक, आयात-विर्यात।

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 19th July 1971

S.O. 3188.—M/s. Jaya Hind Industries (P) Ltd., Bombay Poona Road, Chinchwad, Poona-19 were granted an import licence No. P/C/2061282/S/IB/33/H/29-30 dated 21st November, 1969 for Rs. 5,29,000/- under ICICI-IBRD Line of Credit. They have applied for issue of duplicate Exchange Control Copy of the said licence on the ground that the original Exchange Control Copy has been lost/misplaced. It has been further stated that the total amount for which the said licence was issued is Rs. 5,29,000/- and the total amount for which the original copy was utilised is Rs. 2,67,026/-. The duplicate exchange control of the licence now required is to cover the unutilised balance of Rs. 2,61,974/-.

2. In support of their above contention the applicant has submitted an affidavit I am accordingly satisfied that original Exchange Control Copy of the said licence has been lost. Therefore, in exercise of the powers conferred under Sub clause 9(cc) of Import (Control) Order 1955 dated the 1th December, 1955 as amended the said original Exchange Control Copy of Import Licence No. P/C/2061282/S/IB/33/H/29-30 ICICI IBRD Line of Credit dated 21st November, 1969 for Rs. 5,29,000/- issued to M/s. Jaya Hind Industries (P) Ltd. Bombay Poona Road, Chinchwad, Poona-19 is hereby cancelled.

3. It is also ordered that duplicate Exchange Control Copy of the said import licence may be issued separately to the licensee.

[No. 9/9/69-70/CGI.]

H. D. GUPTA,

Deputy Chief Controller of Imports and Exports.
for Chief Controller of Imports & Exports.

महत्त्वपूर्ण, आयात-निर्यात का कार्यालय

आदेश

नई दिल्ली, 19 जुलाई, 1971

एस० प्रो० 3188.—सर्वश्री जया हिन्द इन्डस्ट्रीज (प्रा०) लि०, बम्बई रोड, चिंचवाड, पूना-19 की आई सी आई सी आई आई बी आर डी लाइन क्रेडिट के अन्तर्गत 5,29,000 रुपये का एक आयात लाइसेंस संख्या/पी सी/206/1282/एस/आई/ बी/33/एच/29-30, दिनांक 21-11-1969 प्रदान किया गया था। उन्होंने उक्त लाइसेंस की अनुलिपि मुद्रा विनिमय नियंत्रण प्रति के लिए इस आधार पर आवेदन किया है कि मूल मुद्रा विनिमय नियंत्रण प्रति खो गई है। अस्थानस्थ हो गई है। आगे यह बताया गया है कि लाइसेंस कुल मूल्य 5,29,000 रुपये के लिए जारी किया गया था और मूल मुद्रा विनिमय नियंत्रण प्रति के कुल मूल्य के 2,67,026 रुपये का प्रयोग कर लिया गया था। लाइसेंस की अनुलिपि, मुद्रा विनिमय नियंत्रण प्रति की आवश्यकता अब बाकी बचे मूल्य 2,61,974 रुपये को पूरा करने के लिए है।

2. अपने तर्क के समर्थन में आवेदक ने एक शपथ पत्र प्रस्तुत किया है। तदनुसार, मैं इससे सतुष्ट हूँ कि उक्त लाइसेंस की मूल मुद्रा-विनिमय नियंत्रण प्रति खो गई है। इसलिए, यथा सशोध्यित आयात (नियंत्रण) (आदेश, 1955 की उप-धारा 9(सीसी) के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए सर्वश्री जया हिन्द इन्डस्ट्रीज (प्रा०) लि०, बम्बई, पूना रोड, चिंचवाड, पूना-19 के नाम 5,29,000 रुपये के लिए जारी किए गए लाइसेंस संख्या पी/सी/ 2061282/एस/आई बी/33/एच/ 29-30 आई सी आई सी आई आई आई बी आर डी लाइन क्रेडिट की मूल मुद्रा विनिमय नियंत्रण प्रति एतद्वारा रद्द की जाती है।

यह भी आदेश दिया जाता है कि लाइसेंस धारी को अलग से उक्त लाइसेंस की अनुलिपि मुद्रा विनिमय नियंत्रण प्रति जारी की जाए।

[संख्या 9/9/69-77/सी जी-1]

हर देव गुप्ता,

उप-मुख्य नियंत्रक, आयात-निर्यात,

कृते मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Chief Controller of Imports and Exports)

ORDERS

New Delhi, the 8th July 1971

S.O. 3189.—Air Commodore Surinder Singh was granted Custom Clearance Permit No. P/J/3035032/N/MP/38/H/31:32 dated 29th January, 1971 for Rs. 18000/- for import of a 1970 Model AUDI60 Saloon Car has applied for a duplicate copy of the Custom clearance permit as the original Customs Clearance Permit has been lost. It is further stated that the original Custom Clearance Permit was not registered with any Custom House and not utilised.

In support of this contention Air Commodore Surinder Singh has filed an affidavit. He has undertaken to return the Custom Clearance Permit if traced later to this office for record. I am satisfied that the original Custom Clearance Permit No. P/J/3035032/N/MP/38/H/31:32 dated 29th January, 1971 has been lost and direct that a duplicate Custom Clearance Permit should be issued to him. The original Custom Clearance Permit may be treated as cancelled.

[No. 2(A-140)/70-71/BLS/1028.]

मुख्य नियंत्रक आयात निर्यात का कार्यालय

आदेश

नई दिल्ली, 8 जुलाई, 1971

एस० ओ० 3189—एयर कमोडोर सुरेन्द्र सिंह को 1970 मॉडल एयूडी आई 60 सैलून कार के आयात के लिए 18000 रुपये का सीमा-शुल्क निकासी परमिट संख्या पी/जे/3035032/एन/पी 38/एच/31-32, दिनांक 29-1-71 प्रदान किया गया था। उन्होंने अनुलिपि सीमा शुल्क निकासी परमिट के लिए इस आधार पर आवेदन किया है कि मूल सीमा-शुल्क निकासी परमिट खो गया है। आगे यह बताया गया है कि मूल सीमा-शुल्क निकासी परमिट किसी भी सीमा-शुल्क कार्यालय में पंजीकृत नहीं किया गया था और उसका उपयोग नहीं किया गया था।

इस तर्क के समर्थन में एयर कमोडोर सुरेन्द्र सिंह ने एक शपथ पत्र प्रस्तुत किया है। उन्होंने यह बचन दिया है कि यदि उन्हें सीमा शुल्क निकासी परमिट मिल जाता है तो उसे कार्यालय के रेकोर्ड के लिए लौटा दिया जाएगा। मैं इससे संतुष्ट हूँ कि मूल सीमा शुल्क निकासी परमिट संख्या पी/जे/3035032/एन/एम पी/38/एच 31:32 दिनांक 29-1-71 खो गया है और निदेश देता हूँ कि आवेदन को अनुलिपि सीमा-शुल्क निकासी परमिट जारी किया जाना चाहिए।

मूल सीमा शुल्क निकासी परमिट रद्द किया गया समझा जाए।

[सं० 2(ए-140)/70-71/बी एस एस/1028]

New Delhi, the 19th July 1971

S.O. 3190.—Mr. Dr. Mohammed Ishaque, Medical Officer-cum-Vice Consul was granted Custom Clearance Permit No. P/J/2373659/N/MP/37/H/31:32 dated 24.10.70 for Rs. 11,240 for import of a "Mazda" 1500 Sedan car has applied for a duplicate copy of the Custom clearance permit as the original Customs clearance Permit has been lost. It is further stated that the original Custom Clearance Permit was not registered with any Custom House and not utilised.

In support of this contention Dr. Mohammed Ishaque has filed an affidavit. He has undertaken to return the Custom Clearance Permit if traced later to this office for record. I am satisfied that the original Custom Clearance Permit No. P/J/2373659/N/MP/37/H/31:32 dt. 24-10-70 has been lost and direct that a duplicate Custom Clearance permit should be issued to him. The original Custom Clearance Permit may be treated as cancelled.

[No. 2(A-86)/70-71/BLS/1160.]

K. N. KAPUR,

Dy. Chief Controller of Imports & Exp.

नई दिल्ली, 19 जुलाई, 1971

एस० नो० 3190.—सर्व श्री डा० मुहम्मद इशाक, मेडिकल आफिसर कम वाइस कौन्सिल को "मेजदा" 1500 सेडन कार के आयात के लिए 11,240 रुपये का सीमा-शुल्क निकासी परमिट सं० पी/जे/2373659/एम/एम/बी/37/एच/31-32, दिनांक 24-10-1970 प्रदान किया गया था। उन्होंने अनुलिपि सीमा-शुल्क निकासी परमिट के लिये इस आधार पर आवेदन किया है कि मूल सीमा-शुल्क निकासी परमिट खो गया है। आगे यह बताया गया है कि मूल सीमा-शुल्क निकासी परमिट किसी भी सीमा-शुल्क कार्यालय में पंजीकृत नहीं किया गया था और उसका उपयोग नहीं किया गया था।

उक्त तर्क के समर्थन में डा० मुहम्मद इशाक ने एक शपथ-पत्र प्रस्तुत किया है। उन्होंने यह वचन दिया है कि सीमा-शुल्क निकासी परमिट मिल जाने पर उसे कार्यालय के रिकार्ड के लिए वापिस कर दिया जाएगा। मैं इससे संतुष्ट कि मूल सीमा-शुल्क निकासी परमिट सं० पी/जे/2373659/एम/37/एच/31-32 दिनांक 24-10-70 खो गया है और विदेश वेता हूँ कि उन्हें अनुलिपि सीमा-शुल्क निकासी परमिट जारी किया जाना चाहिये। मूल सीमा-शुल्क निकासी परमिट रद्द किया गया समझा जाए।

[सं० 2(ए-83)/7-71/बी एल एस/160]

के० एन० कपूर,

उप-मुख्य नियंत्रक, आयात-निर्यात।

MINISTRY OF HEALTH AND FAMILY PLANNING

(Department of Health)

New Delhi, the 30th June 1971

S.O. 3191.—In exercise of the powers conferred by sub-rule (2) of rule 9, sub-rule (2) of rule 12 and sub-rule (1) of rule 24, read with rule 34 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Health No. SRO. 619, dated the 28th February, 1957, namely:—

In the Schedule to the said notification, under the heading "Part II-General Central Service, Class-III" for the entry in column 1, "Medical Stores Depot and Factories Organisation—All Posts" and the entries relating thereto in columns 2 to 5, the following entries shall be substituted, namely:—

Medical Stores Depots All posts.	Deputy Assistant Director General (MS) or where there may be no Deputy Assistant Director General (MS), Assistant Director General (Stores).	Deputy Assistant Director General (MS) or where there may be no Deputy Assistant Director General (MS), Assistant Director General (Stores).	All	Director General of Health Services.
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[No. 16-1/66/O&M (V&CM).]

RAMESH BAHADUR, Under Secy.

(Department of Health)

New Delhi, the 27th July 1971

S.O. 3192.—Whereas under clause (o) of sub-section (1) of section 3 of the Indian Nursing Council Act, 1947 (48 of 1947), the House of the People (Lok

Sabha) has elected from among its members Shrimati Bibha Ghosh Goswami and Shrimati Sheela Kaul on the 21st June, 1971 to be the members of the Indian Nursing Council in place of Shri H. Ajmal Khan and Shri G. Venkateswamy.

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Health No. F. 27-57/57 MII(B) dated the 1st December, 1958, namely:—

In the said notification, under the heading "Elected under clause (o) of sub-section (1) of section 3" for the entries "1. Shri H. Ajmal Khan, M.P. and 2. Shri Venkateswamy, M.F.", the following entries shall be substituted, namely:—

"1. Shrimati Bibha Ghosh Goswami, M.P.

2. Shrimati Sheela Kaul, M.P."

[No. F. 24-10/71-M.P.T.]

P. C. ARORA, Under Secy.

(Department of Health)

New Delhi, the 28th July 1971

S.O. 3193.—In pursuance of clause (e) of Section 5 of the Postgraduate Institute of Medical Education and Research, Chandigarh Act, 1966 (No. 51 of 1966) the Central Government hereby nominate Shri R. S. Talwar, Chief Secretary to the Government of Punjab, as member of the Postgraduate Institute of Medical Education and Research, Chandigarh, vice Shri S. S. Grewal, resigned.

[No. F. 1-60/71-ME(PG.)]

PREMA JOHARI, Jt. Secy.

स्वास्थ्य प्रो. परिवार नियोजन मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 28 जुलाई, 1971

एस० प्रो० 3193—सातकोत्तर चिकित्सा शिक्षा एवं अनुसंधान संस्थान, चण्डीगढ़ अधिनियम, 1966 (1966 का 51) की धारा 5 के खण्ड (ड) का अनुसरण करते हुए, केन्द्रीय सरकार एतद्वारा श्री एस०एस० प्रेवाल, के त्यागपत्र के कारण रिक्त हुए स्थान पर पंजाब सरकार के मुख्य सचिव श्री आर०एस० नसबाड़ को सातकोत्तर चिकित्सा शिक्षा एवं अनुसंधान संस्थान चण्डीगढ़ का सदस्य मनोनीत करती है।

[सं० फ० 1-60/71-एम ई (पी जी)]

। प्रेमा जोहरी, संयुक्त सचिव।

(Swasthaya Vibhag)

New Delhi, the 2nd August 1971

S.O. 3194.—In exercise of the powers conferred by Sub-section (2) of section 20 of the Drugs and Cosmetics Act, 1940 (23 of 1940) and in supersession of the notification of the Government of India in the Ministry of Health, Family Planning, Works, Housing and Urban Development (Department of Health) No. S.O. 867 (No. F. 1-2/69) dated the 21st February, 1969, the Central Government hereby appoints (i) Dr. R. Chanda, Biochemist (ii) Dr. J. N. Ghosh, Bacteriologist (iii) Shri A. P. Bhattacharya, Pharmaceutical Chemist and (iv) Shri D. D. Datta, Associate Pharmacognocist of the Central Drugs Laboratory, Calcutta to be the Government Analysts for the whole of India in respect of all classes of drugs other than those specified in the rule 3A of the Drugs and Cosmetics Rules, 1945.

[No. F. 11014/1/71-D.]

P. N. SADHOO, Under Secy.

(स्वास्थ्य विभाग)

नई दिल्ली, 2 अ.स्त, 1971

एस० ओ० 3194.—श्रीषधि एवं प्रसाधन सामग्री अधिनियम, 1940 (1940 का 23) की धारा 20 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारत सरकार स्वास्थ्य, परिवार नियोजन, निर्माण, आवास एवं नगर विकास मंत्रालय (स्वास्थ्य विभाग) की अधिसूचना संख्या एस० ओ० 867 (एफ 1-2/69) दिनांक 21 फरवरी, 1969 का अधिक्रमण करते हुए केन्द्रीय सरकार एतद्वारा केन्द्रीय श्रीषधि प्रयोगशाला कलकत्ता के (i) जीव रसायन शास्त्री डा० आर० चन्दा (ii) जीवाणु विज्ञानी डा० जे० एन० घोष (iii) भेषजिक रसायन शास्त्री फार्मैस्पूटिकल केमिस्ट) ए०पी० भट्टाचार्य (iv) सह भेषज अभिज्ञानी श्री डी० डी० दत्ता को श्रीषधि एवं प्रसाधन सामग्री नियमावली 1945 के नियम 3-क में विनिर्दिष्ट मामलों के अलावा सभी श्रेणी की श्रीषधियों के मामले में भारत के सरकारी विश्लेषक के पद पर पूर्णकालिक आधार पर नियुक्त करती है।

[सं० ए० 1101/1/71-श्रीषधि]

प्रेम लाल साधु, अवर सचिव।

MINISTRY OF INDUSTRIAL DEVELOPMENT

(Department of Internal Trade)

New Delhi, the 23rd July 1971

S.O. 3195.—In pursuance of sub-rule (2) of rule 157 of the Trade and Merchandise Marks Rules, 1959, the Central Government hereby notifies the following alteration made in the Register of Trade Marks Agents in the address of the principal place of business of Shri Desh Pal Ahuja, a Registered Trade Mark Agent (Registration No. 72) namely:

"D. P. Ahuja and Company, 61/A, Lansdown Road, Calcutta-25, West Bengal, India".

[No. F. 29(2)-I.T/TM/71.]

औद्योगिक विकास मंत्रालय

(आन्तरिक व्यापार विभाग)

नई दिल्ली, 23 जुलाई, 1971

क्र० अ० 3195.—व्यापार और वाणिज्य चिह्न नियम, 1959 के नियम 157 के उप-नियम (2) के अनुसरण में केन्द्रीय सरकार, श्री देशपाल आहुजा, जो एक रजिस्टर्ड कृत व्यापार चिह्न अभिकर्ता (रजिस्ट्रीकरण सं० 72) है, के कारबार के मुख्य स्थान के पते में जो निम्न-लिखित परिवर्तन व्यापार चिह्न अभिकर्ताओं के रजिस्टर में किया गया है उसे एतद्वारा अधिसूचित करती है; अर्थात् :—

"डी० पी० अहुजा एण्ड कम्पनी,
61/ए, लैंसडाउन रोड,
कलकत्ता-25,
पश्चिमी बंगाल, भारत "

[सं० एफ० 20 (2)-आई० टी०/टीएम/71]

New Delhi, the 23rd July 1971

TRADE MARKS

S.O. 3196.—In pursuance of sub-rule (4) of rule 155 of the Trade and Merchandise Marks Rules, 1959, it is hereby notified that, in exercise of the powers conferred by sub-rule (3) of the said rule, the Central Government has removed the name of Shri L. R. Swami of Madras, from the Register of Trade Marks Agents.

[No. F. 29(3)-I.T.TM/71.]

P. SITARAMAN, Dy. Secy.

(व्यापार चिह्न)

नई दिल्ली, 23 जुलाई, 1971

का०आ० 3196—व्यापार और वाणिज्य चिह्न नियम, 1959 के नियम 155 के उप-नियम (4) के अनुसरण में एतद्वारा यह अधिसूचित किया जाता है कि, उक्त नियम के उप-नियम (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने मद्रास के श्री एल० आर० स्वामी का नाम व्यापार चिह्न अभिकर्ता रजिस्टर में से हटा दिया है।

[सं० 29 (3)-आ० व्या०/व्या० चि०/71]

प० सीतारामन्, उप-सचिव।

MINISTRY OF TOURISM AND CIVIL AVIATION

New Delhi, the 24th July 1971

S.O. 3197.—In pursuance of sub-rule (2) of rule 3 of the Aircraft Rules, 1937, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Tourism and Civil Aviation No. S.O. 1111, dated the 18th February, 1971, published at pages 1325 to 1332 in Part II—Section 3—Sub-section (ii) of the Gazette of India, dated the 20th March, 1971, namely:—

2. In the First Schedule to the said notification, at page 1326, in the entry in column 1, before the words "Senior Communication Officer", the words "Controller of Communication" shall be inserted.

[F. No. 10-A/8-70/AR/1937(3)/1971.]

S. N. KAUL, Dy. Secy.

पर्यटन और नागर विमानन मंत्रालय

नई दिल्ली, 24 जुलाई, 1971

का०आ० 3197—वायुयान नियम, 1937, के नियम 3 के उपनियम (2) के अनुसरण में केन्द्रीय सरकार भारत सरकार के पर्यटन और नागर विमानन मंत्रालय की अधिसूचना सं० का० आ० 1111 दिनांक 19 फरवरी, 1971, में जो भारत के राजपत्र, दिनांक 20 मार्च, 1971, भाग 2 खण्ड 3, उपखण्ड (ii) के पृष्ठ 1325 से 1332 पर प्रकाशित हुई थी, एतद्वारा निम्नलिखित संशोधन करती है, अर्थात् :—

2. उक्त अधिसूचना की प्रथम अनुसूची में, पृष्ठ 1326 पर स्तम्भ 1 की प्रविष्टि में, "ज्येष्ठ संचार अधिकारी" शब्दों के पूर्व "संचार नियंत्रक" शब्द अन्तःस्थापित किए जायेंगे।

[सं० का० 10-ए/8-70/ए आर/1937(3)/1971)]

सुरेन्द्र नाथ कौल, उप-सचिव।

ELECTION COMMISSION OF INDIA

ORDER

New Delhi, the 16th July 1971

S.O. 3198.—Whereas the Election Commission is satisfied that Shri R. Viswanathan Asari, T. C. 32/498, Chonthitta, Trivandrum (Kerala) a contesting candidate for mid-term election to the Kerala Legislative Assembly from 128-Trivandrum-II constituency, held in 1970 has failed to lodge an account of his election expenses in the manner required by the Representation of the People Act, 1951, and the Rules made thereunder;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri R. Viswanathan Asari to be disqualified for being chosen as, and for being a member of either House of Parliament or of the Legislative Assembly for Legislative Council of a State for a period of three years from the date of this Order.

[No. KL-LA/128/70.]

By Order,

A. N. SEN, Secy.

भारत निर्वाचन आयोग

आदेश

नई दिल्ली, 16 जुलाई, 1971

एस०ओ० 3198.—अयतः निर्वाचन आयोग का समाधान हो गया है कि 1970 में हुए केरल विधान सभा के मध्यावधि निर्वाचन के लिए 128—तिरुवनन्तपुरम —II निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री आर० विष्वनाथन अंसारी टी० सी० 32/498 चोन्थिट्टा, तिरुवनन्तपुरम (केरल), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

अतः, अब, उक्त अधिनियम की धारा 10—क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री आर० विष्वनाथन अंसारी को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं० केरल—वि० सं०/128/70]

आदेश से,

ए० एन० सेन, सचिव ।

MINISTRY OF AGRICULTURE

(Department of Cooperation)

New Delhi, the 14th July 1971

S.O. 3199.—In exercise of the powers conferred by sub-Section (1) of Section 4 of the Multi-Unit Cooperative Societies Act, 1942 (6 of 1942) and in supersession of the notification of the Government of India in the Ministry of Agriculture, (Department of Cooperation) No. F. 7-27/66-Credit, dated the 5th June, 1970, the Central Government hereby appoint Shri A. Das, Joint Secretary in the Ministry of Agriculture, (Department of Cooperation), as the Central Registrar of Cooperative Societies.

[No. 7/27/66-Coord.]

S. SATYABHAMA, Dy. Secy.

कृषि मंत्रालय

(सहकारिता विभाग)

नई दिल्ली, 14 जुलाई, 1971

एस० ओ० 3199:—बहु-इकाई सहकारी सोसाइटी अधिनियम, 1942 (1942 का 6) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के कृषि मंत्रालय (सहकारिता विभाग) की अधिसूचना संख्या फ 7-27/66-क्रेडिट तारीख 5 जून, 1970 को अधिक्रान्त करते हुए केन्द्रीय सरकार कृषि मंत्रालय (सहकारिता विभाग) में संयुक्त सचिव श्री ए० दास, को सहकारी सोसाइटियों के केन्द्रीय रजिस्ट्रार के रूप में एतद्वारा नियुक्त करती है।

[संख्या : 7(27)/66—कोआर्डे]

एस० सत्यभामा, उप सचिव।

CABINET SECRETARIAT

(Department of Personnel)

ORDER

New Delhi, the 7th August 1971

S.O. 3200.—In exercise of the powers conferred by sub-section (1) of section 5, read with section 6, of the Delhi Special Police Establishment Act, 1948 (25 of 1948), and of all other powers enabling it in this behalf, the Central Government, hereby extends, with the consent of the Government of the State of Haryana, the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Haryana for the investigation of the offence punishable under section 302 of the Indian Penal Code (45 of 1860) and any other offence, committed in the course of the same transaction, in regard to the death of Shri Ram Gopal, husband of Shrimati Vidya Devi, of Village Jhar Sontali, police station Ballabgarh, District Gurgaon, on the night between the 25th and 26th day of March 1970.

[No. 228/11/71-AVD.II.]

P. B. RAJAGOPALAN, Dy. Secy

मंत्रिमंडल सचिवालय (कार्मिक विभाग)

आवेश

नई दिल्ली, 7 अगस्त, 1971

का० प्र० 3200.—दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों, और इस निमित्त से उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा हरियाणा राज्य की सरकार की सहमति से, दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का, भारतीय वण्ड संहिता (1860 का 45) की धारा 302 के अधीन वण्डनीय अपराधों, और 25 तथा 26 मार्च, 1970 के बीच रात्रि को ग्राम झाड़ सरताली, पुलिस स्टेशन बल्लभगढ़, जिला गुड़गाँवा (हरियाणा) की निवासी श्रीमती विद्या देवी के पति श्री राम

गोपाल को मृत्यु के सम्बन्ध में किए गए किन्हीं अन्य अपराधों का अन्वेषण करने के लिए, समस्त हरियाणा राज्य में विस्तार करती है ।

[संख्या 228/11/71-ए० बी० बी०-2]

पि० ब० राजगोपालन, उप-सचिव ।

MINISTRY OF STEEL & MINES

(Department of Mines)

CORRIGENDUM

New Delhi, the 20th July 1971

S.O. 3201.—In the Schedule to the Notification of the Government of India (Bharat Sarkar) in the Ministry of Steel and Mines (Ispat Aur Khan Mantralaya), Department of Mines (Khan Vibhag), No. S.O. 2085, dated the 24th May, 1971, published at pages 2170 to 2173 in the Gazette of India Extraordinary, Part II, Section 3, Sub-section (ii) dated the 24th May, 1971:—

(1) at page 2170,—

- (a) in line 4, insert (,) after the word “billets”;
- (b) in line 8, under Column 2, for the words “will apply” read “will apply”;
- (c) in line 13, under Column 2, for figure “5857” read “5850”;

(2) at page 2171,—

in line 5, under Column 8 for “38-8” read “38.8”;

(3) at page 2173,—

in line 2, for the word “Alloy” read “Alloy ISS-H-20”;

(4) at page 2175,—

- (a) in line 1, for the words “Alloy H” read “Alloy Hx”;
- (b) in line 8, for the words “Alloy H” read “Alloy Hx”;
- (c) in line 12, for the words “Alloy H” read “Alloy Hx”.

[No. 5(32)/71-Met.I.]

M. S. BHATNAGAR, Under Secy.

इस्पात और खान मंत्रालय

(खान विभाग)

शुद्धि पत्र

नई दिल्ली, 20 जुलाई, 1971

का० आ० 3202.—भारत के राजपत्र असाधारण के भाग 2, खण्ड 3 उपखण्ड (ii) तारीख 24 मई, 1971 की पृष्ठ संख्याओं 2179 से 2187 में प्रकाशित इस्पात और खान मंत्रालय (खान विभाग) की अधिसूचना सं० का० आ० 2085 तारीख 24 मई, 1971 की अनुसूची में :—

(1) पृष्ठ संख्या : 2170

(क) पंक्ति 13 में “प्रोपरजी” शब्द के लिए “प्रोपेरजी” पढ़ें ।

(2) पृष्ठ संख्या : 2177

(क) पंक्ति 3 में “म० मी०” शब्दों के लिए “मि० मी०” पढ़ें ।

(3) पृष्ठ संख्या : 2181

- (क) पंक्ति 1 में "8 आई सी और एन 3 मिश्रधातु" शब्दों के लिए "आई सी और एन 3 मिश्रधातु" पढ़ें ।
- (ख) पंक्ति 3 कालम 3 में "38 से 79 तक" के लिए "38 से 76 तक" पढ़ें ।
- (ग) पंक्ति 4 कालम 1 में "2.03—163" अंकों के लिए "2.03—1.63" पढ़ें ।
- (घ) पंक्ति 8 कालम 3 में "8735" अंकों के लिए "8736" पढ़ें ।
- (ङ) पंक्ति 12 कालम 1 में "3.31" अंकों के लिए "0.31" पढ़ें ।
- (च) पंक्ति 16 में "10 ट्रफ चादर" के सामने "एन 3 मिश्रधातु" पढ़ें ।

(4) पृष्ठ संख्या : 2182

- (क) पंक्ति 7 में "12 सर्किल" के सामने "एन 4 मिश्रधातु" पढ़ें ।
- (ख) पंक्ति 23 में "होगी" शब्द के लिए "होगी" पढ़ें ।

(5) पृष्ठ संख्या : 2183

- (क) पंक्ति 11 कालम 6 में "7332" अंकों के लिए "7215" पढ़ें ।
- (ख) पंक्ति 15 कालम 8 में "7883" अंकों के लिए "7683" पढ़ें ।

(6) पृष्ठ संख्या : 2184

- (क) पंक्ति 7 कालम 5 में "9021" के लिए "8021" पढ़ें ।
- (ख) पंक्ति 8 कालम 6 में "7519" अंकों के लिए "7319" पढ़ें ।
- (ग) पंक्ति 12 कालम 8 में "7991" अंकों के लिए "7891" पढ़ें ।

(7) पृष्ठ संख्या : 2185

- (क) पंक्ति 7 कालम 2 में "14" अंकों के लिए "15" पढ़ें ।
- (ख) पंक्ति 8 कालम 1 में "1.65" अंकों के लिए "1.63" पढ़ें ।

(8) पृष्ठ संख्या : 2186

- (क) पंक्ति 1, 8, और 14 में "एच मिश्रधातु" शब्दों के लिए "एच एक्स मिश्रधातु" पढ़ें ।

(9) पृष्ठ संख्या : 2187

- (क) पंक्ति 8 कालम 4 में "16.568" अंकों के लिए "16.588" पढ़ें ।

[सं० 5(32)/71-धातु-एक]

एम० एस० भटनागर, अव्वर सचिव ।

MINISTRY OF SHIPPING AND TRANSPORT

Directorate General Shipping

Bombay, the 23rd July, 1971

S. O. 3203.—In exercise of the powers conferred by sub-section (3) of section 7 of the Merchant Shipping Act, 1958 (44 of 1958), the Director-General of Shipping, with the previous approval of the Central Government, hereby directs that the powers of the Central Government under sub-section (1) of section 456 of the said Act delegated to him by that Government by the notification of the Government of India in the late Ministry of Transport and Communications No. S.O. 3144, dated the 17th December, 1960, shall, in respect of the provisions of the said Act specified in column (1) of the Table below, be exercisable also by the Principal Officers of the Mercantile Marine Department at Bombay, Calcutta and Madras, subject to the conditions specified in column (2) of the said Table.

TABLE

Provisions of the Merchant Shipping Act, 1958.	Conditions
(1)	(2)
Sections	Conditions
76 (1) (b)	1. No ship exceeding 3000 tons gross shall be granted any exemption.
76 (1) (d)	
76 (2) (a)	2. A ship not exceeding 3000 tons gross shall not be granted any exemption for a voyage extending beyond West Asian Gulf & Red Sea Ports.
76 (2) (b)	

[No. F. 14-SH(6)/69.]

R. DORAISWAMY,
Director General of Shipping

नौवहन और परिवहन मंत्रालय

(नौवहन महानिदेशालय)

(व्यापारिक नौवहन)

बम्बई, 23 जुलाई, 1971

एस० ओ० 3203.—वाणिज्य नौवहन अधिनियम, 1958 (1958 का 44) की धारा 7 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, महानिदेशक नौवहन, केन्द्रीय सरकार के पूर्वानुमोदन से एतद्वारा निदेश देता है कि उक्त अधिनियम की धारा 456 की उपधारा (1) के अधीन केन्द्रीय सरकार की शक्तियाँ जो उसे उस सरकार द्वारा भारत सरकार के भूतपूर्व नौवहन और संचार मंत्रालय को अधिसूचना सं० का० आ० 3144 तारीख 17 दिसम्बर, 1960 द्वारा प्रत्यायोजित की गई है, उक्त अधिनियम के उपबन्धों की बाबत जो नीचे की सारणी के स्तंभ (1) में विनिर्दिष्ट हैं, बम्बई, कलकत्ता और मद्रास पर स्थित वाणिज्य समुद्री विभाग के मुख्य अधिकारियों द्वारा भी उक्त सारणी के स्तंभ (2) में विनिर्दिष्ट शर्तों के अधीन होंगी।

सारणी

व्यापारिक नौवहन अधिनियम, 1958
के उपबन्ध

गतें

धाराएं	
76(1) (ख)	(1) सकल 3000 टन से अधिक के किसी पोत को
76(1) (घ)	कोई छूट मंजूर नहीं की जाएगी।
76(2) (क)	
76(2) (ख)	(2) पोत जो सकल 3000 टन से अधिक है को पश्चिमी
	एशिया की खाड़ी और लाल सागर पत्तनों से परे समुद्री
	यात्रा के लिए कोई छूट मंजूर नहीं की जाएगी।

[सं० एक० 14-एस एच(6)/69]

भार० दोरयस्वामी, नौवहन महानिदेशक।

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 31st July 1971

S. O. 3204.—In exercise of the powers conferred by section 73 F of the Employees State Insurance Act, 1948 (34 of 1948) the Central Government, having regard to the location of the factories specified in column (4) of the Schedule here to annexed in areas specified in column (3) of the said Schedule in the State of Maharashtra in which the provisions of Chapters IV and V of the said Act not are in force, hereby exempts the said factories from the payment of employer's special contribution leviable under Chapter VA of the said Act for a period of one year from the date of publication of this notification in the Official Gazette or until the enforcement of provisions of Chapter V of the said Act in those areas, whichever is earlier.

SCHEDULE

Serial No.	Name of District	Name of Area	Name of the factory
(1)	(2)	(3)	(4)
1	Bedar	Homanabad	Messrs Maharashtra State Road Transport Corporation Bus Depot.
2	Osmanabad	Osmanabad	Messrs Maharashtra State Road Corporation Depot/Workshop.

[No. F. 602(27)70-HI.]

श्रम और पुनर्वास मंत्रालय

(श्रम और रोजगार विभाग)

नई दिल्ली, 31 जुलाई, 1971

का० आ० 3204.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73 ब द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इससे उपाबद्ध अनुसूची के स्तम्भ (4) में विनिर्दिष्ट कारखानों की महाराष्ट्र राज्य में, एवं अनुसूची के स्तम्भ (3) में विनिर्दिष्ट क्षेत्रों में, जिनमें उक्त अधिनियम के अध्याय 4 और 5 के

उपबन्ध प्रवृत्त नहीं हैं, अवस्थिति को ध्यान में रखते हुए उक्त कारखानों को उक्त अधिनियम के अध्याय 5 के अधीन उद्ग्रहणीय विशेष नियोजक अभिदाय के सन्वाय से इस अधिसूचना के शासकीय राजपत्र में प्रकाशित होने की तारीख से एक वर्ष की अवधि के लिए या तब तक के लिए जब तक कि उक्त अधिनियम के अध्याय 5 के उपबन्ध उन क्षेत्रों में प्रवृत्त नहीं हो जाते, जो भी पहले हो, एतद्वारा छूट देती है।

अनुसूची

क्रम सं०	जिले का नाम	क्षेत्र का नाम	कारखाने का नाम
(1)	(2)	(3)	(4)
1	बिदर	होमगाबाद	मैसर्स महाराष्ट्र राज्य सड़क परिवहन निगम बस डिपो।
2	उस्मानाबाद	उस्मानाबाद	मैसर्स महाराष्ट्र राज्य सड़क परिवहन रिप कर्मशाला।

[सं० फा० 602 (27)/70-एच०आई०]

S. O. 3205.—In exercise of the powers conferred by Section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S. O. 2741 dated the 28th June, 1969, the Central Government having regard to the location of the factories specified in column (4) of the Schedule hereto annexed in areas specified in column (3) of the said Schedule in the State of West Bengal in which the provisions of Chapters IV and V of the said Act are not in force, hereby exempts the said factories from the payment of employer's special contribution leviable under Chapter VA of the said Act for a further period of one year from the 28th June, 1970 upto and inclusive of the 27th June, 1971 or until the enforcement of provisions of Chapter V of the said Act in those areas, whichever is earlier.

SCHEDULE

Serial No.	Name of District	Name of Area	Name of the factory
(1)	(2)	(3)	(4)
1	Malda	Khejuriaghat	1. Messrs Hindustan Construction Co. Limited. 2. Messrs Temporary Auto Repair Shop. 3. Messrs Temporary Crushing, Screening and Batching Plant. 4. Messrs Temporary Workshop. Messrs Kalindri factory.
		Malda	

[No. F.S-38017(12)/71 III]

फा० आ० 3205.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73-च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या फा० आ० 2741 तारीख 28 जून, 1969 के क्रम में केन्द्रीय सरकार इससे उपबद्ध अनुसूची के स्तम्भ (4) में विनिर्दिष्ट कारखानों की उक्त अनुसूची के स्तम्भ (3) में विनिर्दिष्ट पश्चिमी

बंगाल राज्य के ऐसे क्षेत्रों में, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त नहीं हैं, अवस्थिति को ध्यान रखते हुए उक्त कारखाने को उक्त अधिनियम के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के सन्दाय से, 28 जून, 1970 से 27 जून, 1971 तक, जिसमें वह दिन भी सम्मिलित है, एक और वर्ष की अवधि के लिए या तब तक के लिए जब तक कि उक्त अधिनियम के अध्याय 5 के उपबन्ध उन क्षेत्रों में प्रवृत्त नहीं हो जाते, जो भी पहले ही, एतद्द्वारा, छूट देती है।

अनुसूची

क्रम सं०	जिले का नाम	क्षेत्र का नाम	कारखाने का नाम
(1)	(2)	(3)	(4)
1	माल्दा	खेजूरिया घाट	1. मैसर्स हिन्दुस्तान कंस्ट्रक्शन क० लिमिटेड। 2. मैसर्स टेम्पोरेरी आर्टो रिपेयर शाप। 3. मैसर्स टेम्पोरेरी कृषिग, स्क्रीनिंग एण्ड बैकिंग प्लांट 4. मैसर्स टेम्पोरेरी वर्कशाप। मैसर्स कालिन्दी फैक्ट्री।

[सं० फा० एस-38017(12)/71-एच० प्रॉ०]

New Delhi, the 3rd August 1971

S.O. 3208.—In pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby nominates Shri Balgovind Verma, Deputy Minister in the Ministry of Labour and Rehabilitation as a member of the Employees' State Insurance Corporation and makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. 201/1/70-HI, dated the 27th May, 1971, namely:—

In the said notification, under the heading "Members", under the sub-heading "(Nominated by the Central Government under clause (c) of section 4)", before serial number 3 and the entries relating thereto, the following shall be inserted, namely:—

"2A. Shri Balgovind Verma, Deputy Minister in the Ministry of Labour and Rehabilitation."

[No. F. 201/1/70-HI.]

नई दिल्ली, 3 अगस्त, 1971

फा० प्रॉ० 3206—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा श्री बालगोविन्द वर्मा, श्रम और पुनर्वास मंत्रालय में उपमन्त्री, को कर्मचारी राज्य बीमा निगम के सदस्य के रूप में नामनिर्देशित करती है और

भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० 201/1/71—एच आई तारीख 27 मई, 1971 में और आगे निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, 'सदस्य' शीर्षक के अन्तर्गत [केन्द्रीय सरकार द्वारा भाग 4 के खण्ड (ग) के अन्तर्गत नामनिर्देशित] उपशीर्षक के नीचे, क्रम संख्या 3 और उससे संबंधित प्रविष्टियों से पूर्व निम्नलिखित अन्तः स्थापित किया जायगा, अर्थात् :—

“2क, श्री बालगोविन्द वर्मा

श्रम और पुनर्वास मंत्रालय में उपमंत्री।”

[का० सं० 201/1/70—एच आई]

New Delhi, the 4th August 1971

S.O. 3207.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Yatin Industries, Old Madras Road, Bangalore-14 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of December, 1970.

[No. S.35019(14)/71-PF.II(1).]

नई दिल्ली, 4 अगस्त, 1971

का० आ० 3207.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स यतिन इंडस्ट्रीज प्रोल्ड मद्रास रोड बंगलूर-14 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिएं;

अतः अब उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1970 के दिसम्बर के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[स० एस-35019(14)/71-पी० एफ० 2]

New Delhi, the 21st August 1971

S.O. 3208.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the first day of March, 1971, the establishment known as The Painkulam Co-operative Agricultural Bank Limited, Y. 20, Makkadu, Painkulam Post, Kanyakumari District for the purposes of the said proviso.

[No. S-35019/50/71-PF.II(ii).]

नई दिल्ली, 21 अगस्त, 1971

का० आ० 3208.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार

इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्द्वारा दि पइनकुलम को-आपरेटिव एग्रीकल्चरल बैंक लिमिटेड, वाई-29, मुक्कडु, पेईनकुलम पोस्ट, कन्या कुमारी नामक स्थापन को 1971 की मार्च के प्रथम दिन से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[संख्या एस-35019(50)/71-पी० एफ-2(ii)]

S.O. 3209.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Precision Products of India, 145 Pionic Garden Road Calcutta-39, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of October, 1970.

[No. S. 35018/31/71-PF. II.]

का० आ० 3209.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रीसिजन प्रोडक्ट्स आफ इण्डिया, 145 पिकनिक गार्डन रोड, कलकत्ता-39 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1970 के अक्तूबर के इकतीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या एस-35018(31)/71-पी० एफ० 2]

S.O. 3210.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs I. M. Engineers & Traders Private Limited, 105, Park Street, Calcutta-16 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of March, 1970.

[No. S. 35018/24/71-PF. II(i).]

का० आ० 3210.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स आई० एम० इंजी-यर्स एण्ड ट्रेडर्स प्राइवेट लिमिटेड, 105-पार्क स्ट्रीट कलकत्ता-16 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहें;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1970 के मार्च के इकतीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या एस-35018(24)/71-पी० एफ०-2 (i)]

S.O. 3211.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 31st March, 1970 the establishment known as Messrs I. M. Engineers & Traders Private Limited, 105, Park Street, Calcutta for the purposes of the said proviso.

[No. S-35018/24/71-PF. II(ii).]

का० प्रा० 3211.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि, अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 31 मार्च, 1970 से आई० एम० इंजीनियर्स एण्ड ट्रेडर्स प्राइवेट लिमिटेड, 105, पार्क स्ट्रीट, कलकत्ता नामक स्थापन को एतद्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं०एस० 35018(24)/71-पी० एफ० 2 (ii)]

S.O. 3212.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Jalan Industrial Syndicate, Prakash Cotton Mills Compound, Office Ferguson Road, Lower Parel, Bombay-13, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund, Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on thirty-first day of May, 1970.

[No. 8(282)/70-PF. II(1).]

का० प्रा० 3212.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स जालान इंडस्ट्रियल सिण्डिकेट, प्रकाश काटन मिल्स अहाता, कार्यालय फर्गुसन रोड लोअर पारेल, मुम्बई-13 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए।

अतः, अब उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 की मई के 31वें दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या 8/282/70-पी० एफ० 2-(i)]

S.O. 3213.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Binny Limited, Garment Factory, Hebbal, Bangalore-6, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of November, 1970.

[No. 8(257)/70-PF. II-(i).]

का० प्रा० 3213.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स बिननी लिमिटेड, गारमेन्ट फैक्टरी हेबबल बंगलूर-6 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 के नवम्बर, के तीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या 8(257)/70-पी०एफ० 2(i)]

S.O. 3214.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the thirtieth of November, 1970 the establishment known as Messrs Binny Limited, Garment Factory, Habbal, Bangalore-6 for the purpose of the said proviso.

[No. 8(257)/70-PF. II-(ii).]

का० प्रा० 3214.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि, अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 30 नवम्बर, 1970 से विन्नी लिमिटेड, गारमेन्ट फैक्टरी, हैबबल, बंगलूर-6 नामक स्थापन को एतद्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[संख्या 8(257)/70-पी० एफ०-2(ii)]

S.O. 3215.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as The Jawahar Grama Seva Co-operative Society Limited No. 3007 Muttakad, Kumarapuram Post via Thuckalay Kanya Kumari (Tamil Nadu) have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of June, 1971.

[No. S. 35019(88)/71-PF. II.]

का० प्रा० 3215.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मंसस दी जवाहर ग्राम सेवा को-ऑपरेटिव सोसाइटी लिमिटेड सं० 3007 मुत्ताकाद, कुमारपुरम डाक घर, वाया ठकाले, कन्याकुमारी जिला (तामिलनाडु) नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के जून के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या एस-35019(88)/71-पी०एफ०-2]

S.O. 3216.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Haryana Breweries Limited, Bank of India Building, Sector-17, Chandigarh, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of November, 1970.

[No. S-35019(86)/71-PF. II.]

क्र० प्र० 3216.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स हरयाणा ग्रेवरीज लिमिटेड, त्रैक आफ इंडिया बिल्डिंग, सैक्टर 17, चण्डीगढ़ नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 के नवम्बर के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या एस-35019(86)/71-पी० एफ० 2]

S.O. 3217.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Leyland Service, Manick Bag, Belgam have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment,

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of April, 1971.

[No. S. 35019(90)/71-PF. II.]

क्र० प्र० 3217.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स लेलेण्ड सर्विस, मनिक् बाग, बेलगांव नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के अप्रैल के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या एस-35019(90)/71-पी० एफ० 2]

S.O. 3218.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. The seaforth Estates Eumployees' Co-operative Stores Limited, J. 229, Seaforth Post Office, Nilgiris have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of October, 1970.

[No. 8(262)/70-PF. II.]

का० आ० 3218.—यतः केन्द्रीय सरकार को वह प्रतीत होता है कि मेसर्स दी सीफोर्थ एस्टेट्स एम्प्लॉयर्स कोआपरटिव स्टोर्स लिमिटेड, जे-229 सी-फोर्थ पोस्ट आफिस, नीलगिरी नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 के अक्तूबर के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या 8(262)/70-पी० एफ० 2]

S.O. 3219.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as the Indian Plastics and Chemicals Private Limited, Pathrota Village, P. B. No. 32, Itarsi, have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment with effect from the 31st August, 1971.

[No. 8(158)/70-PF. II(i).]

का० आ० 3219.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स इंडियन प्लास्टिक्स एण्ड कैमिकल्स प्राइवेट लिमिटेड, पथरोटा गांव, पोस्ट बाक्स संख्या 32, इटारसी नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध 31 अगस्त, 1971 से उक्त स्थापन को एतद्वारा लागू करती है।

[संख्या 8(158)/70-पी० एफ० 2]

S.O. 3220.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 31st August, 1971, the establishment known as The Indian Plastics and Chemicals Private Limited, Pathrota Village, P. B. No. 32, Itarsi, for the purposes of the said proviso.

[No. 8(158)/70-PF. II(ii).]

का० आ० 3220.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि, अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 31 अगस्त, 1971 से दी इंडियन प्लास्टिक्स एण्ड कैमिकल्स प्राइवेट लिमिटेड पथरोटा गांव, पोस्ट बाक्स 32, इटारसी नामक स्थापन को एतद्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० 8(158)/70-पी० एफ०-2 (ii)]

S.O. 3221.—Whereas Messrs India Carbon Limited, Calcutta (Head Quarter) and Factory at Noon Mathi, Gauhati, Assam (hereinafter referred to as the said establishment) as applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952);

And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to the employees there in than those specified in section 8 of the said Act, and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of a similar character;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act, and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme and in pursuance of sub-section (3) of the said section 17, the Central Government hereby directs that,—

- (a) the employer in relation to the said establishment shall pay within fifteen days of the close of the month to the Employees' Provident Fund, inspection charges at the rate of 0.09 per cent (zero point zero nine per cent) of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concession admissible thereon) for the time being payable to the employees of the said establishment who would have become members under the said Scheme but for this exemption;
- (b) the said employer shall invest the provident fund contributions in accordance with the directions issued by the Central Government from time to time.

THE SCHEDULE

1. The employer shall submit such returns to the Regional Provident Fund Commissioner as the Central Government may, from time to time, prescribe.
2. The employer shall furnish to each employee an Annual Statement of Account or Pass Book.
3. All expenses involved in the administration of the Fund including the maintenance of accounts, submission of accounts and returns, transfer of accumulations, payment of inspection charges etc., shall be borne by the employer.
4. The employer shall display on the Notice Board of the establishment a copy of the Rules of the Fund as approved by the appropriate Government and, as and when amended, alongwith a translation of the salient points thereof in the language of the majority of the employees.
5. Where an employee who is already member of the Employees' Provident Fund (Statutory Fund) or the Provident Fund of another exempted establishment is employed in his establishment, the employer shall immediately enrol him as a member of the Fund of the establishment, and accept the past accumulations in respect of such employee and credit to his account.
6. The employer shall enhance the rate of provident fund contribution appropriately if the rate of provident fund contributions for the class of establishments in which his establishment falls is enhanced under the Employees' Provident Funds and Family Pension Fund Act, 1952 so that the benefits under the provident fund scheme of the establishment shall not become less favourable than the benefit provided under the Employees' Provident Funds and Family Pension Fund Act, 1952.
7. The establishment shall submit an audited balance sheet of its provident fund every year to the Regional Provident Fund Commissioner within 3 months of the close of the year.
8. No amendment of the Rules of the provident fund shall be made without the previous approval of the Central Provident Fund Commissioner. Where any amendment is likely to affect adversely the interests of the employees, the Central Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

का० आ० 3221.—यतः मेसर्स इंडिया कार्वन लिमिटेड, कलकत्ता (मुख्यालय) और कारखाना मूनमथी, गौहाटी, आसाम (इसमें इसके पश्चात् उक्त स्थापन के रूप में निर्दिष्ट) ने कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा (1) के खण्ड (क) के अधीन छूट के लिए आवेदन किया है;

और यतः केन्द्रीय सरकार की राय में, उक्त स्थापन की भविष्य निधि के नियम अभिधाय की दोरों के बारे में उसके कर्मचारियों के लिए, उक्त अधिनियम, की धारा 6 में विनिर्दिष्ट से कम अनुकूल नहीं है, और कर्मचारी अन्य भविष्य निधि प्रसुविधगणों का भी उपभोग करते हैं, जो कुल मिलाकर, समान स्वरूप के किसी अन्य स्थापन के कर्मचारियों के सम्बन्ध में उक्त अधिनियम के अर्थात् या कर्मचारी भविष्य निधि स्कीम, 1952 (इसमें इसके पश्चात् उक्त स्कीम के रूप में विनिर्दिष्ट) के अधीन उपबन्धित प्रसुविधगणों से कम अनुकूल नहीं है;

अतः, अब, उक्त अधिनियम की धारा 17 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, केन्द्रीय सरकार, उक्त स्थापन को, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से, एतद्द्वारा छूट देती है और उक्त धारा 17 की उपधारा (3) के अनुसरण में, केन्द्रीय सरकार एतद्द्वारा निर्देश देती है कि—

(क) उक्त स्थापन के सम्बन्ध में नियोजक, मास की समाप्ति के 15 दिन के भीतर कर्मचारी भविष्य निधि में (आध्वारिक मजदूरी, पहुंचाई भत्ता, प्रतिधारण भत्ता, यदि कोई हो और उस पर अनुज्ञेय खास सम्बन्धी रियायत का नगद मूल्य 0.09 प्रतिशत (शून्य दशमलव शून्य तौ) की दर से निरीक्षण प्रभार देगा, जो कि इस समय उक्त स्थापन के कर्मचारियों को देय हैं, जो यदि यह छूट न होती तो उक्त स्कीम के अधीन सदस्य बन गये होते;

(ख) उक्त नियोजक भविष्य निधि अभिदायों को केन्द्रीय सरकार द्वारा समय-समय पर जारी किये गये निदेशों के अनुसार विनिर्हित करेगा।

अनुसूची

1. नियोजक, ऐसी विवरणियां जो केन्द्रीय सरकार समय समय पर विहित करे, प्रादेशिक भविष्य निधि आयुक्त को भेजेगा।
2. नियोजक, प्रत्येक कर्मचारी को एक वार्षिक लेखा-विवरण या पास-बुक देगा।
3. निधि के प्रशासन के अन्तर्गत सभी खर्च, जिनमें लेखा रखना, लेखा और विवरणी प्रस्तुत करना, संचयन का अन्तरण, निरीक्षण प्रभार आदि का संदाय सम्मिलित है, नियोजक द्वारा उठाये जायेंगे।
4. नियोजक, स्थापन के सूचना पट पर, समुचित सरकार द्वारा यथा अनुमोदित और जैसे और जब संशोधित हुआ हो कर्मचारियों की बहुसंख्या की भाषा में उसकी महत्वपूर्ण बातों के अनुवाद के साथ निधि के नियमों की प्रेमिलिपि, संप्रदर्शित करेगा।
5. जहां कोई कर्मचारी जो कर्मचारी भविष्य निधि (कानूनी निधि) या किसी अन्य छूट प्राप्त स्थापन की भविष्य निधि का सदस्य है, उसके स्थापन में नियुक्त किया जाये नियोजक उसे तुरन्त स्थापन की निधि का सदस्य बना लेगा, और ऐसे कर्मचारी की अबत पिछले संचयनों को स्वीकार करेगा और उसके लेखे में जमा कर देगा।

6. नियोजक यदि जिस वर्ग में उसका स्थापन पड़ता है उस वर्ग के लिए कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अभिदाय की दर बढ़ा दिया गया हो तो भविष्य निधि अधिनियम, 1952 के अधीन भविष्य निधि अभिदाय की दर बढ़ा दी गई हो तो भविष्य निधि अभिदाय की दर समुचित रूप से बढ़ा देगा ताकि स्थापन की कर्मचारी भविष्य निधि और कुटुम्ब निधि स्कीम के अधीन प्रसुविधाएं, कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 के अधीन उपबन्धित प्रसुविधाओं से कम अनुकूल न हो जाये।
7. स्थापन अपनी भविष्य निधि का संपरीक्षित तुलनपत्र प्रत्येक वर्ष, उस वर्ष की समाप्ति के तीन मास के भीतर प्रादेशिक भविष्य निधि आयुक्त को भेज देगा।
8. भविष्य निधि के नियमों में केन्द्रीय भविष्य निधि आयुक्त के पूर्वानुमोदन के बिना कोई संशोधन नहीं किया जायगा। जहां किसी संशोधन से कर्मचारियों के हितों पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो तो केन्द्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने के पूर्व, कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का उचित अवसर देगा।

[संख्या एस-35014(14)/71-पी०एफ०2]

S.O. 3222.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952) the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 31st May, 1970 the establishment known as Messrs Jalan Industrial Syndicate, Prakash Cotton Mills Compound, Office Fergusson Road, Lower Parel, Bombay-13 for the purpose of the said proviso.

[No. 8(282)/70-PF.II(ii).]

का० प्रा० 3222.—कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा मेसर्स जालान इंडस्ट्रियल सिन्डिकेट, प्रकाश कोटन मिल्स अहाता, कार्यालय, फर्गुसन रोड, लोअर पारेल मुम्बई-13 नामक स्थापन को 31 मई, 1970 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[संख्या 8/282/70-पी०एफ०-2 (ii)]

S.O. 3223.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sapoi Tea Company Limited, 20 R. N. Mukherjee Road Calcutta-1 have agreed that the provisions of the Employees' Provident Funds and, Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of April, 1970.

[No. S-35018/23/71-PF-II(1).]

का० प्रा० 3223.—यत्. केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स सापोई टी कम्पनी लिमिटेड 20-आर० एन० मुखर्जी रोड-कलकत्ता-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिएं;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 के अप्रैल के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या एस-35018(23)/71-पी०एफ० 2(i)]

S.O. 3224.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st April, 1970 the establishment known as Messrs Sapoi Tea Company Limited, 20-R.N. Mukherjee Road, Calcutta-1 for the purpose of the said proviso.

[No. S. 35018/23/71-PF.II(ii).]

DALJIT SINGH, Under Secy.

का० आ० 3224.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि, अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सबद्ध विषय में आवश्यक जांच करने के पश्चात् 1 अप्रैल, 1970 से मैसर्स सापोई टी कम्पनी लिमिटेड, 20-आर० एन० मुखर्जी रोड, कलकत्ता-1 नामक स्थापन को एतद्वारा उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[संख्या एस-35018(23)/71-पी०एफ०-2(ii)]

दलजीत सिंह (अवर सचिव)

(Department of Labour and Employment)

New Delhi, the 16th August 1971

S.O. 3225.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Nowrozabad Colliery of Associated Cement Company Limited, Post Office Nowrozabad Colliery, District Shahdol (Madhya Pradesh), and their workmen, which was received by the Central Government on the 10th August, 1971.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

Dated July 6, 1971.

PRESENT:

Shri M. Chandra, Presiding Officer.

CASE REF. No. CGIT/LC(R)(3) OF 1971

PARTIES:

Employers in relation to the management of Nowrozabad Colliery of Associated Cement Company Limited, Post Office, Nowrozabad Colliery, District Shahdol (Madhya Pradesh) and its workmen represented through the General Secretary, Nowrozabad Colliery Mazdoor Sangh P.O. Nowrozabad Colliery, Distt. Shahdol (M.P.).

APPEARANCES:

For workmen—S/Shri G. R. Swamy and H. C. Gurecha.

For employers—Sri M. S. Kapoor.

INDUSTRY: Coal Mine.

DISTRICT: (M.P.).

AWARD

By an order No. 1/59/70-LR.II dated 11th January, 1971 the Central Government referred the following industrial dispute to this Tribunal under Sec. 10(1)(d) of the Industrial Disputes Act, for adjudication:—

“Whether the action of the management of Nowrozabad Colliery of Associated Cement Company Limited, Post Office Nowrozabad Colliery, District Shahdol in refusing sick leave wages to their Badli workers is justified? If not, to what relief the said workers are entitled?”

Brief stated, the workmen's case was this. The Associated Cement Companies Ltd., Nowrozabad Colliery, Shahdol agreed by a settlement dated 26th November, 1967 to implement the recommendations of the Coal Wage Board as accepted by the Government in its Resolution No. WB-16(5)/66 dated 21st July, 1967 published in the Gazette of the same date but did not implement the recommendations correctly. The Wage Board had recommended sick leave to be given to the Badli workers and the management does not give them any sick leave. The workmen consequently claim that 15 days sick leave to badli workers should be granted with effect from 15th August, 1967.

The management contend that a badli worker is, under clause 1(h) of the Standing Orders, one who is appointed in the post of a permanent employee or probationer who is temporarily absent. The badlies present themselves for work at the commencement of each shift and are, according to the management, appointed for a particular day and shift in the post of permanent employees or probationers who are temporarily absent. The badli workers are only paid wages on the date when they are so employed and are, say the management, not the workmen of the company save and except when they are actually taken for work. The management pleads that they are consequently not entitled to sick leave that the question of refusal by the company to grant them sick leave wages does not arise and that the action of the management in refusing to grant them sick leave wages is perfectly valid and fully justified. According to the management, they have implemented the recommendations of the Coal Wage Board correctly.

The workmen reply that the names of badli workers are borne on the muster roll of the establishment, that in accordance with the Standing Orders of the Company they perform all the jobs that a permanent worker does and that they are also earning annual leave under the Mines Act and the quarterly bonus under the Coal Mines Bonus Scheme and are enjoying the same facilities as the other workers of the colliery except the sick leave. The Coal Wage Board made the following recommendations in Chapter XIII, page 127 in para 14(i):—

“14(i). All workmen shall be entitled to 15 days sick leave in the year on full pay or 30 days in the year on half pay with a right to the workmen to accumulate sick leave for a period of 60 days and 120 days respectively, in the entire period of service.”

The Government accepted these recommendations regarding sick leave excluding the provision for accumulation. The contention of the workmen is that after accepting the recommendations of the Coal Wage Board as accepted by the Central Government, the management's refusal of sick leave to badli workers is an arbitrary action of the company and is unjustified.

The only issue which arises for determination in this case is:—

“Whether the action of the management of Nowrozabad Colliery of Associated Cement Company Limited, Post Office Nowrozabad Colliery, District Shahdol in refusing sick leave wages to their Badli workers is justified? If not, to what relief the said workers are entitled?”

Findings:—

The Schedule to the order of reference covers the entire subject matter of the dispute and is the issue for decision in the case. If we look at the written statement of the workmen and also their rejoinder it appears that the entire case of theirs is founded on the recommendations of the Wage Board for Coal Mining Industry as accepted by the Government and the agreement of the management to implement it. Paras 2 and 3 of the written statement giving the basis of the claim mentioned these recommendations and the agreement to implement them and the failure of the company to implement them. The written statement does not give any other reason for demanding sick leave for the badli workers. Similarly paras 2 to 7, which mention the grounds for sick leave to badli workers, also rely on the recommendations of the Coal Wage Board and the agreement to implement them.

The contention of the management are threefold—

- (1) according to the Wage Board recommendations as adopted by the settlement between the workmen and the management badli workers are not entitled to sick leave with pay;
- (2) a badli worker being employed as a substitute for a particular shift and a particular day for a permanent workman or probationer is not in continuous employment of the company and cannot earn sick leave; and
- (3) No practice has been shown in any Coal industry in Madhya Pradesh of sick leave being granted to badli workers.

The Coal Wage Board recommendations with regard to leave are at pages 124 on wards of Vol. I of their recommendations. They deal with four kinds of leave. Paid festival holidays are also included in this chapter on leave although they cannot obviously be classed as leave. In this case, however, we are concerned only with sick leave. The recommendations in respect of sick leave are given in para 14 at page 127. The learned counsel for the management emphasised the first sentence of para 14 which says that the existing facility regarding sick leave requires improvement. According to him, the recommendations are related to only those classes of workmen which were getting sick leave on the date of the recommendations and the Coal Wage Board did not enlarge the category of such workmen. His contention is that the words "all workmen" used in clause 1 of para 14 in respect of those entitled to 15 days sick leave in the year on full pay or 30 days in the year on half pay relates only to those workmen who were enjoying the facility of sick leave. This interpretation of the words "all workmen" is strongly contested by the workmen. They contend that the words "all workmen" should be given the natural meaning and should include all workmen.

It is true that all workmen would not be a happy phrase to use if the Board confined their recommendations regarding sick leave to only those category of workmen who enjoyed such facilities in the past. I would, however, agree with the learned counsel for the management that the report is not a statute and should not be construed in the same manner. We will have to interpret it with reference to the whole context in which it has been used.

The word "workmen" has been defined in the Industrial Disputes Act and it is but natural to presume that the Coal Wage Board, as a body of experts in industrial matters, was aware of the workman's definition in the Industrial Disputes Act. The definition, Section 2(s) runs as follows:—

"“workman” means any person (including an apprentice) employed in any industry to do any skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be expressed or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i) who is subject to the Army Act, 1950 (46 of 1950) or the Air Force Act, 1950 (45 of 1950), or the Navy (Discipline) Act, 1934 (34 of 1934); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.”

The use of the words "any person employed in any industry" shows that a "workman" must be a person employed in the industry. A badli worker is employed only when he is taken on a particular shift. It is true that there is a roll containing the names of badlies and they also usually come to office every day. But the roll is only a list of approved persons for employment on a particular day in a particular shift as and when the occasion arises. The procedure of their employment has been described by Shri J. K. Walla (E.W. 1), Mining Manager of the Colliery. According to him all the badli workers of the

pool are expected to report to the office in the beginning of each shift in their own interest i.e., if they want to be considered for employment in the shift, and the system in the colliery is that a badli worker is employed for only one shift at a time. If the vacancy of a permanent worker is on the next day, another badli worker will have to be taken because of the system of rotation. Shri Wallia says that at the beginning of each shift permanent workers present get their attendance marked at the time office. After all the permanent workers present have marked their presence the attendance clerk informs the head of the various department about the vacancy and that the heads of the departments instruct him as to the requirements of the badli workers to fill in the vacancies caused by the absence of the permanent workers and probationers for the shift. According to Shri Wallia this process is repeated in the beginning of every shift and after getting the instructions from the departmental heads, the attendance clerk calls out the names of the badli workers by rotation and those of the badli workers present are given work as required in the casual vacancy. After this the attendance clerk prepares "allow slips" for the badli workers. This clearly shows that a badli worker is employed in a particular shift in the casual vacancy of a permanent workman, probationer or a temporary workman. I see no reason to disbelieve the sworn testimony of this witness. Nor is there any evidence in rebuttal. He would, therefore, be a workman only during the particular shift in which he is actually employed to work.

A similar matter came up for consideration before the Labour Appellate Tribunal in *Nellimerla Jute Mills Col. Ltd., Chittavalsa Jute Mills Company, Ltd. Vs. Their Workmen* (1953-II-LLJ p. 512 at p. 514). The view taken by the appellate Tribunal was that a badli worker would not be a workman of the company except when he is actually taken in for work. This decision was approved by Punjab High Court in *Sukhjot Search and Chemicals Ltd. Vs. State of Punjab* and others 1962-II-LLJ p. 269. With respect I agree with the views of the Punjab High Court. From these decisions it follows that a badli worker could be deemed to be a workman only on the date when he is actually employed in place of an absentee permanent workman or a probationer. There would thus be no question of a badli worker being entitled to 15 days sick leave in the year on full pay or 30 days a year on half pay.

Moreover, at the bottom of para 14, the report specifically says that the above provisions for sick leave would replace the existing facility of sick khoraki. This also shows that para 14 relates only to those persons who were enjoying the existing facility regarding paid sick leave.

The logical consequence of applying clause 1 of para 14 to badli workers would be that they would be in a better position than even a temporary workman employed for a week or so. This could not obviously be the intention of the Coal Wage Board.

Fourthly, there cannot be more workmen than the number of posts. A badli worker is employed only in a casual vacancy for a particular shift. He would then be, if the workman's contention is accepted, a workman, and there being such 200 or 300 badlis the number of workmen will exceed the number of posts by 200 or 300.

A difficulty was pointed out on behalf of the workmen as to what would happen if a badli worker fell ill while he was actually working in a particular shift. Would not the provisions of sick leave then apply to him? The learned counsel for the management pointed out that if we look at clause 2 of para 14 of the recommendations we find that a sick leave is to be availed of only for illness beyond 24 hours duration. A shift being of less than 8 hours duration the case of a badli worker falling ill while working in a shift cannot in any case be covered by the provisions of sick leave. I agree with the learned counsel for the management.

On behalf of the workmen a reference is made to para 10 of the recommendations on page 126 and 127 of Vol. 1, and it was contended that the All India Khadan Mazdoor Federation had claimed sick leave with full pay for all workmen permanent or temporary or badli and in respect of length of service at the time of sickness. The contention is that when the Board was dealing with these claims of the various Mazdoor Federations or Unions and used the word workmen they necessary included badli also in the phrase "all workmen". The contention is without force. Para 10 relates to the claim of a Federation. There were also claims of the employers and National Development Corporation which referred to only sick khoraki and para 14 provides for the provisions of sick leave replacing the existing facility of sick khoraki. It is consequently not correct to interpret the phrase "all workmen" as including badli merely because the All India

Khadan Mazdoor Federation had alleged that sick leave should be granted to all workmen whether permanent or temporary or badli.

On behalf of the workmen reliance was placed in *Vijakumar Mills Ltd. vs. Labour Court, Madurai*, and another (1960-II-LLJ 567, Madras). This decision is not applicable to this case, for it related to Sec. 25(c) using the words badli workman. It is clear from the explanation itself that the meaning given to badli workman there is for the purpose of Sec. 25(c) only.

A reference was then made to Standing Orders on behalf of the workmen. The definition of badli even in the Standing Orders does not specifically make a badli a workman even when he is not employed in a shift.

Nor has it been shown by the workmen that there is a practice in any allied industry in Madhya Pradesh of giving sick leave to a badli. On the contrary the replies of many concerns, as shown by Ex. M/3 to M/8, are to the effect that there was no practice of giving sick leave to badlis in those collieries. It is true that this would not effect the alleged right of a badli to get sick leave if the Coal Wage Board had recommended grant of such leave to badlis. But we have already seen that the Wage Board recommendations do not provide for giving sick leave to badlis. Nor would the provision that a badli worker who has worked continuously for one year under the Mines Act would earn leave with wages, make every Badli a workman. He earns the leave because he has worked not only in one shift but has 190 days attendance to his credit if he worked below ground in a mine, or has otherwise 240 attendances at the mine to his credit, in a calendar year.

For all these reasons, the refusal of sick leave to badli does not go against the recommendations of the Coal Wage Board agreed to be implemented by the management and cannot be said to be unjustified. The workmen are not therefore entitled to any relief. The award is made accordingly. Let it be sent to Central Government. In the circumstances of the case parties will bear their own costs.

Dated 6th July, 1971.

(Sd.) M. CHANDRA,
Presiding Officer.
[No. 1/59/70-LRII.]

S.O. 3226.—In pursuance of section 17 of the Industrial Disputes Act, 1947. (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the Digwadih Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Post Office Jealgora, District Dhanbad and their workmen, which was received by the Central Government on the 6th August, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 33 OF 1970

In the matter of an industrial dispute under S.10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the Digwadih Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Post Office Jealgora, District Dhanbad.

AND

Their workmen.

APPEARANCES:

On behalf of the employers.—Shri S. S. Mukherjee, Advocate.

On behalf of the workmen.—Shri D. Narsingh, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 4th August 1971/13th Shrawana, 1893 Saka.

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Digwadih colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, post office Jealgora, District Dhanbad and their workmen, by its order No. 2/120/70-LRII dated 10th November, 1970 referred to this Tribunal under S 10(I)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto, The schedule is extracted below:

SCHEDULE

"Whether the action of the management of Digwadih colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, post office Jealgora, District Dhanbad, in terminating the lien on permanent employment of Shri Bikau Pandey, piece rated trammer, with effect from the 31st December, 1968, and placing his name in the badli list from the same date was justified? If not, to what relief is the workman entitled?"

2. Parties filed their statement of demands.

3. The affected workman, Bikau Pandey was a piece rated trammer in Digwadih colliery of the employers. He applied for 28 days leave with effect from 1st December, 1969, but was granted 15 days leave. After expiry of the leave he was to report for duty on 16th December, 1969. But he did not. By the letter dated 31st December, 1969/1st January, 1970 the manager of the colliery informed the affected workman that he had lost his lien on his job and his name has been struck off from the permanent rolls and was being entered into the list of 'badli'. These facts are not in dispute. The case of the workmen is that in refusing 28 days leave asked for and granting only 15 days leave the management was from the very beginning unreasonable and arbitrary, that on 9th December, 1969 the affected workman had sent an application for extension of his leave by 10 days with effect from 16th December, 1969 to 25th December, 1969, that again he had sent another application dated 26th December, 1969 by registered post praying for extension of his leave, that in the meantime the management struck off his name from the permanent rolls of the company illegally, unreasonably and in a most arbitrary manner and that the real reason for the arbitrary termination of the services of the affected workman was that trammers were surplus to the requirement of the company. The employers filed their statement stating that the affected workman was granted leave of 15 days because he had only 5 days leave due, that as he failed to return within 8 days of the expiry of the leave and offer explanation to the satisfaction of the management to his inability to return, he automatically lost lien on his appointment as per clause 9 of the company's standing order, that after the letter dated 31st December, 1969/1st January, 1970 was despatched to him by the management, an application dated nil was received from the affected workman on 3rd January, 1970 to which a reply letter dated 8/10th January, 1970 was sent that he had already lost lien on his appointment and his name had been struck off from the permanent roll, that this letter dated 8/10th January, 1970 however, came back undelivered with the remark dated 16th January, 1970 "PRAPT-KARTA APNE NAUKRI PAR CHALA GAYA HAI", that by another application dated nil, received at the colliery on 15th January, 1970 the affected workman prayed for 10 days extension of leave, that the affected workman finally appeared at the colliery on 31st January, 1970 and submitted an application to the manager which was replied to by the letter dated 3rd February, 1970, that the appeal made by the affected workman to the Chief Mining Engineer by his application dated 7th February, 1970 was replied to by the Chief Mining Engineer after due consideration of all facts and circumstances by the letter dated 8/13th April, 1970, that the alleged letter dated 9th December, 1969 referred to by the workman was invented by them and it was never received by the management, that after a thorough search was made and no such letter was found the affected workman was informed by the letter dated 24/29th April, 1970 and that under these facts and circumstances the action of the management in terminating the lien on permanent employment of the affected workman from 31st December, 1969 and placing him in badli list was justified. The workmen were represented by Shri D. Narsingh, Advocate and the employers by Shri S. S. Mukherjee, Advocate. On admission by the employers, Ext. W.1 for the workmen and on admission by the workmen, Exts. M1 to M8 for the employers were marked. No witness was examined for the workmen. A witness was examined for the employers and Exts. M9 to M16 were marked.

4. Admittedly, the affected workman went on sanctioned leave for 15 days and he was to report for duty on 16th December, 1969, but he did not report on that day and reported only on 31st January, 1970. The certified standing orders of the colliery are Ext.M6 and clause 9 thereof categorically says that if the employee remains absent beyond the period of leave originally granted or subsequently extended he shall lose his lien on his appointment unless: (1) he returns within 8 days of the expiry of the leave and (2) gives an explanation to the satisfaction of the manager of his inability to return before the expiry of leave. The Supreme Court has pointed out in its decision, *National Engineering Industries Ltd., Jaipur vs. Hanuman* (1967-II-L.L.J 883) that under the circumstances the services are terminated automatically.

5. Now, the effect of the applications said to have been sent by the affected workman for extension of the leave are to be considered. It is stated by the workmen that the first application for extension was sent by the affected workman on 9th December, 1969 against the certificate of posting, Ext.W.1. The management has denied its receipt. It appears that in his application dated 7th February, 1970 the affected workman mentioned his application dated 9th December, 1969. On this the Chief Mining Engineer addressed a letter, Ext.M12 to the affected workman stating that all the documents and correspondence made with him by the colliery authority was called for and the affected workman was also advised to see the Legal Assistant with all the documents in support of his contention. The Legal Assistant, MW.1 says that he had interviewed the affected workman as directed. Thereafter the Chief Mining Engineer sent another letter, Ext.M13 to the affected workman stating that the application of the affected workman said to have been sent on 9th December, 1969 was not received in the colliery. The next letter said to have been sent by the affected workman is Ext.M3. There is no date on the letter. According to the workmen it was sent on 26th December, 1969. Admittedly, it was received in the colliery on 3rd January, 1970. This letter states that the affected workman had gone on leave of 15 days with effect from 1st December, 1969 on account of the death of his brother, that in the meanwhile from 16th December, 1969 he fell sick, that for this reason he is unable to return for duty and that 15 days leave may be granted. It is significant to note that there is no mention of the application dated 9th December, 1969 in it. There is no mention in the statement of the workmen but there is one more letter, Ext.M4 marked on admission by the workmen. This letter also has no date on it, but it was received in the colliery on 15th January, 1970. Through this letter the affected workman stated that he had not recouped his health yet, that doctor says that he should not go for duty for 10 more days and that he should be granted leave. In this letter also there is no mention of the application dated 9th December, 1969. In their statement the workman have stated that the application dated 9th December, 1969 was duly certified by the Mukhiya of the Gram Panchayet. I infer that the Mukhiya must have certified probably to the sickness of the affected workman. But, Ext.M3 says that the affected workman fell ill only from 16th December, 1969. It is also stated by the workmen in the statement that while the affected workman was availing leave his another brother Jaikaran Pandey became insane and the affected workman was compelled to look after him and to make arrangements for his treatment. May be the certificate by the Mukhiya was about this fact. If so, there is no mention of Jaikaran Pandey becoming insane in the subsequent letters. Ext.M3 and M4. Further, the affected workman could explain the ambiguity by himself coming into the witness box. But neither he has appeared as a witness nor the workmen choose to examine any other witness. For these reasons I find no truth that the affected workman had sent the alleged application on 9th December, 1969. The certificate of posting, Ext. W. 2 is there. Only because inference arises that a letter was sent by the affected workman to the manager of the colliery on 9th December, 1969 it does not give rise to the definite presumption that the letter was an application for extension of his leave by 10 days. That presumption, if any, is well rebutted by Exts. M3, M4, M12, M13, and M14 and sworn testimony of the Legal Assistant, MW.1. On this material no ill motive or malafides can be attributed to the management in terminating the lien of the affected workman on his permanent employment. On his reference to the letter dated 9th December, 1969 the Chief Mining Engineer caused a thorough enquiry in the office and satisfied himself that it was not received. For granting only 15 days leave when 28 days leave was asked for also I cannot infer any bad intention on the part of the management. Thus, I find that the action of the management was in accordance with the standing orders, Ext. M6 and bonafide.

6. I therefore, find that the action of the management of Digwadih colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Post office Jealgora, District Dhanbad in terminating the lien on permanent employment of the affected workman, Bikau Pandey, piece rated trammer, with effect from the 31st

December, 1969 and placing his name in the badli list from the same date was justified and, consequently he is not entitled to any relief. The Award is made accordingly and submitted under S. 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,
Presiding Officer,
Central Govt. Industrial Tribunal,
(No. 2) Dhanbad.

[No. 2/120/70-LRII.]

New Delhi, the 18th August, 1971.

S.O. 3227.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the management of Digwadih Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Post Office Jealgora, District Dhanbad, and their workmen, which was received by the Central Government on the 12th August, 1971.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2),
DHANBAD**

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 14 OF 1970

In the matter of an industrial dispute under S. 10(1) (d) of the Industrial Disputes Act, 1947

PARTIES:

Employers in relation to the management of Digwadih Colliery of Messrs
Tata Iron & Steel Company Limited, Jamadoba, Post Office Jealgora,
District Dhanbad

AND

Their workmen.

APPEARANCES:

On behalf of the employers.—Shri S. S. Mukherjee, Advocate.

On behalf of the workmen.—Shri D. Narsingh, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 9th August, 1971/18th Sravana, 1893 (Saka)

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Digwadih colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Post office Jealgora, District Dhanbad and their workmen, by its order No. 2/94/70-LRII dated 16th October, 1970 referred to this Tribunal under S.10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

"Whether the action of the management of Digwadih colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Post office Jealgora, District Dhanbad, in terminating the lien on permanent appointment of Shri Bideshi Ram Kahar, Sand Bucket Mazdoor, with effect from the 7th February, 1969 was justified? If not, to what relief is the workman entitled?"

2. Parties filed their statement of demands.

3. The affected workman, Bideshi Ram Kahar was working as a Sand Bucket Mazdoor of Digwadih colliery of the employers. He went on sanctioned leave of 20 days with effect from 1st January, 1969 expiring on 23rd January, 1969. On his letter the leave was extended upto 6th February, 1969. No further extension

of leave was granted. The employers by their letter dated 23rd February, 1969 informed the affected workman that as he did not resume duty within 8 days of 6th February, 1969, according to clause 9 of the standing orders he had lost his lien on his job and his name was struck off from the permanent rolls and was being entered into the list of badlis. These facts are not in dispute. The case of the workmen is that the affected workmen were sick and unable to resume duty and, as such was sending letters for extension of leave and that the action of the employers in terminating the lien of the affected workman on his permanent employment was hasty, premature and pre-determined and contrary to clause 9 of the standing orders. It is also pleaded by the workmen that the provision of the standing order could not be applied to the affected workman as he had been in employment of the company since before the standing orders were certified in 1953. The plea of the employers is that their action in terminating the lien of the affected workman on his permanent employment and placing his name in the badli list was in accordance with clause 9 of the standing orders and was justified and bonafide. It is also pleaded that the employers had no control over the loss of lien of the affected workman which was automatic in terms of the certified standing order as decided by the Hon'ble Supreme Court. The employers were represented by Shri S. S. Mukherjee, Advocate and the workman by Shri D. Narsingh, Advocate. On admission by the workmen, Exts. M1 to M15 for the employers and on admission by the employers, Exts. W1 to W4 for the workmen were marked. A witness was examined and Exists. M16 and M17 were marked for the employers. No witness was examined and no further document was marked for the workmen.

4. Admittedly, the leave originally granted to the affected workman expired on 23 January 1969 and the extension of the leave granted ended on 6 February 1969, the affected workman did not return within 8 days of the expiry of the leave of subsequent extension granted and give an explanation to the satisfaction of the manager of his inability to return before expiry of the leave of extension of the leave granted upto 6 February 1969. It is also admitted that the affected workman return to the colliery only on 8.9.1969. The certified standing orders relating to the colliery are Ext. M15 and clause 9 thereof says:-

"If the employee remains absent beyond the period of leave originally granted or subsequently extended he shall lose his lien on his appointment unless:

- (i) he returns within this 8 days of the expiry of the leave except those who have enjoyed the privilege of 30 days so far and
- (ii) gives an explanation to the satisfaction of the manager of his inability to return before the expiry of leave. In case the employee loses his lien on the appointment he shall be entitled to be kept on the "Badli list."

In such circumstances, the Supreme Court has pointed out in *National Engineering Industries Ltd., Jaipur V. Hanuman* (1967-11-L.L.J. 883) that the services are automatically terminated on the happening of that contingency. It does not admit of any further condition.

5. The workmen have pleaded that the standing orders, Ext. M. 15 could not be applied to the affected workman inasmuch as he had been in employment of the company since before the standing orders were finally certified in August, 1953 and he was one of those "who have enjoyed the privilege of 30 days" within the meaning of sub-clause (i) of clause 9 of the standing orders, Ext. M. 15. The fact that the affected workman was in employment since prior to 1953 is not admitted by the employers. Hence, the onus of proving the plea was on the workmen. There is absolutely no evidence led by the workmen on this point. No witness, not even the affected workman is examined nor any of the 4 documents, Exts. W. 1 to W. 4 has any bearing on this plea. The workmen did not call for any document from the employers to prove the plea. M.W. 1 has in his evidence that the affected workman was appointed in 1961. It is true that M.W. 1 is in service only from 1956, but he has deposed that he checked all the records and on this basis denied categorically the suggestion that the affected workman was appointed before August, 1953. He also denied that suggestion that before August, 1953 all employees, monthly rated and daily rated, were enjoying privilege leave of 30 days in a year. Thus, there is no evidence to prove that either the affected workman was appointed prior to August, 1953 or he was one of those who were enjoying privilege of 30 days in a year. Consequently, I find that clause 9 of the standing orders, Ext. M. 15 was applicable to the affected workman.

6. In order to see if the action of the employers was bonafide or not the correspondence between the affected workman and the employers requires to be seen. The leave of 20 days starting from 1st January, 1969 was sanctioned to the affected workman by Ext. M. 1. He applied for extension of leave through his letter, Ext. M. 2. The date on it is 17th January, 1969. But the medical certificate accompanying it Ext. M. 3 is dated 21st January 1969 and it states that the affected workman was under treatment from 20th January, 1969. Exts. M. 2 and M. 3 were sent in one and the same envelope, Ext. M. 4 and the postal stamp on it shows that it was posted on 25th January, 1969 and it was delivered not before 28th January, 1969. Obviously the letter, Ext. M. 2 is deliberately antedated and it was posted after the leave originally granted had expired on 23rd January 1969. In reply to this letter, Ext. M. 2 the employers sent the reply, Ext. M. 5 dated 4/5th February, 1969 granting extension of the leave by 10 days from 24th January, 1969 and informing the affected workman that he must resume his duty in time with a certificate from the Mukhya of his Gram Panchayat in support of his illness. It is argued that the letter, Ext. M. 5 having been despatched on 5th February 1969 it was practically impossible for the affected workman to report to duty on 6th February, 1969 the date to which the leave was extended. It is not known when this letter was received by the affected workman and how far he was residing from the colliery. The affected workman sent another letter, Ext. M. 6 for further extension of leave. This letter was not dated and it was received by the employers on 14th February, 1969. To this the employers sent a reply, Ext. M. 9 dated 18/19th February, 1969 stating that it would not be possible to sanction leave for any indefinite period and that he must apply for his leave for a definite period along with a medical certificate from a registered medical practitioner in support of his illness. The affected workman did not comply. The employers issued the letter, Ext. M. 10 dated 28th February, 1969 informing the affected workman that as he did not resume his duty within 8 days of the expiry of the leave, he had lost lien on his job and his name had therefore been struck off from the permanent rolls and was being entered into the list of badlis. It appears that the affected workman sent a letter dated nil which was received by the employers on 6th March, 1969 asking for further extension of leave by 2 months. To this letter the employers reply is Ext. W. 4 stating that the affected workman had already lost his lien, Exts. M. 12, M. 13 and M. 14 are letters from the employers in reply to the letters from the affected workman and his union subsequent to the letter of dismissal, Ext. M. 10, and, as such they are of no consequence. From this correspondence it does not appear that there was any ill motive on the part of the employers in terminating the lien of the affected workman by applying clause 9 of the standing orders, Ext. M. 15. If the employers had chosen to reply letter of the affected workman it only shows their grace. As pointed, by the decision of the Supreme Court cited above, on the happening of the contingency of the affected workman not having reported for duty within 8 days of the leave originally granted or subsequently extended the termination of his lien on the permanent employment was automatic and it did not depend upon any formal order by the employers. Hence, I find no substance in the case put up by the workmen.

7. I, therefore, find that the action of the management of Digwadih colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Post office Jealgora, District Dhanbad, in terminating the lien on permanent appointment of the affected workman, Bideshi Ram Kahar, and Bucket Mazdoor was justified and consequently, he is not entitled to any relief. The award is made accordingly and submitted under S. 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,
Presiding Officer,

Central Govt. Industrial Tribunal, (No. 2) Dhanbad.

[No. 2/94/70-LRII.]

S.O. 3228.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the Khas Joyrampur Colliery of Messrs Khas Joyrampur Colliery Company Private Limited, Post Office Jharia (Dhanbad) and their workmen, which was received by the Central Government on the 10th August, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

Reference No. 2 of 1971.

In the matter of an industrial dispute under S. 10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the Khas Joyrampur colliery of Messrs Khas Joyrampur Colliery Company Private Limited, Post office Jharia (Dhanbad).

AND

Their workmen.

APPEARANCES:

On behalf of the employers.—Shri S. S. Mukherjee, Advocate.

On behalf of the workmen.—Shri S. P. Singh, Secretary, Khan Mazdoor Congress.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 7th August, 1971.

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Khas Joyrampur Colliery of Messrs. Khas Joyrampur Colliery Company Private Limited, Post Office, Jharia (Dhanbad) and their workmen, by its order No. 2/153/70-LR-II, dated 8th December, 1970, referred to this Tribunal under S. 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

"Whether the action of the management of Khas Joyrampur colliery of Messrs Khas Joyrampur Colliery Company Private Limited, Post office Jharia (Dhanbad) in terminating the services of Shri Chandrama Singh, Haulage Khalasi with effect from the 12th June, 1970 is justified? If not, to what relief is the workman entitled?"

2. Parties filed their statement of demands.

3. The case of the employers is that the affected workman, Chandrama Singh along with 27 other pump and haulage khalasis was retrenched in 1966 and was re-employed in a temporary vacancy on 4th October, 1969, that after re-employment he worked in different capacities in different periods with breaks as and when the jobs were available, that on 11th June, 1970 in the 3rd shift while he was working as a haulage khalasi he neglected to apply the brake while lowering a train of loaded tubs from the top section to bottom section and as a result the loaded tubs were derailed and damaged and the haulage rope got jammed and the production of the shift suffered and that he was issued a letter dated 12th June, 1970, terminating his services without any notice as he was only a temporary workman. In the statement filed by them the workmen contended that the termination of the services of the affected workman was without giving any opportunity to him to explain the allegation against him, that the allegation was completely false and baseless and that the action of the management was unjustified, arbitrary and whimsical. In their statement the employers had taken at the outset a legal objection that neither the affected workman nor any one on his behalf ever raised any dispute with the employers regarding the termination of his services and as such the present reference is not legally maintainable. The employers were represented by Shri S. S. Mukherjee, Advocate and the affected workman by Shri S. P. Singh, Secretary, Khan Mazdoor Congress, Branch East Bhagatdih colliery. On admission by the workmen, Exts. M. 1 and M. 2 for the employers and on admission by the employers, Exts. W. 1 and W. 2 for the workmen were marked. On behalf of the employers a witness was examined and Exts. M. 3 to M. 7 were marked. The affected workman examined himself as WW. 1 and marked Ext. W. 8.

4. Before going to the merits of the case I propose to deal with the legal objection raised by the employers, as it questions the very legality of the Reference. The objection is that no dispute was raised by the affected workman or any one on his behalf in respect of the dispute mentioned in the Reference with the employers before it was raised with the Conciliation Officer, Assistant Labour Commissioner (C) Dhanbad-II. In support of the proposition of law that the appropriate Government had no competency to make the reference when the affected workman or any one on his behalf had not raised the dispute with the employers before it was raised with the Conciliation Officer, the latest decision of the Supreme Court is in *Sindhu Resettlement Corporation Ltd., v. Industrial Tribunal, Gujrat and others* (1968-1-L.L.J. 834). This decision has been further clarified by the Delhi High Court in *F. L. Corporation (P) Ltd., v. Union of India* (1970-Lab I.C. 421) by pointing out that it is not sufficient if the Conciliation Officer forwarded the complaint received by him from the affected workman for comments to the employers and the employers have submitted their comments before the conciliation proceedings started. In both these decisions it is held that unless it was raised with the employers before it was raised before the Conciliation Officer it could not become a dispute, much less an industrial dispute and, as such the appropriate government was not competent to make the reference. In the instant case the employers took the objection in the statement filed by them and, although the statement of the workmen was filed later the objection was not traversed. The workmen did not file any rejoinder either. But the affected workman, through his evidence as WW. 1 tried to show that he had raised the dispute with the management before it was raised with the Assistant Labour Commissioner. He says that 5 or 6 days after 12th June, 1970, he had submitted an application to the higher authority than the Manager complaining about his dismissal and that Rawal was the higher authority. He has filed a copy of his complaint to the Assistant Labour Commissioner, Ext. W. 3. There is no mention in it about his application stated to have been submitted to Rawal. He says that Ext. W. 3 was typed by his union and he had signed it, that he had told his union at the time of drafting Ext. W. 3 that he had submitted an application to Rawal and that Rawal did not bear him and that Ext. W. 3 was read over to him and explained before he signed it. He further says that while drafting the statement filed by his union in this case he had told his union about his complaint to Rawal. But the statement of the workmen does not even refer to the application submitted by the affected workman to Rawal. The affected workman was careful enough to keep a copy, Ext. W. 3 with himself but did not think it necessary to keep a copy of his application submitted to Rawal. As WW. 1 the affected workman deposed that he did not have a copy of the application submitted to Rawal and he did not have any paper to show that he had submitted the application. He did not even call for the application from the employers nor did he choose to summon Rawal. On this material it emerges beyond any doubt that the application submitted to Rawal is only an after thought and the affected workman has deposed to it only to meet the objection raised by the employers. There is nothing to support his oral testimony. I do not find any truth in it. The objection of the employers should prevail.

5. As the Central Government was not competent to make the Reference, this Tribunal cannot go into the merits of the case. The Award is made accordingly and submitted under S. 15 of the Industrial Disputes Act, 1947.

(Sd.) N VENKATA RAO,
Presiding Officer.

Central Govt. Industrial Tribunal (No. 2), Dhanbad.
[No. 2/153/70-LRII.]

S.O. 3229.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Bombay, in the industrial dispute between the employers in relation to the Pissurulem Mines of Shri Manohar Hiru Naik Parulekar and their workmen, which was received by the Central Government on the 4th August, 1971.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,
BOMBAY**

REFERENCE No. CGIT-2/6 of 1969

Employers in relation to Shri Manohar Hiru Naik Parulekar, Owner, Pissurulem Mines Mapuca, Goa.

AND

Their Workmen

PRESENT

Shri N. K. Vani, Presiding Officer.

APPEARANCES:

For the employers: Shri G. U. Bhobe, Advocate.

For the workmen: Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union, Goa.

STATE: Goa, Daman and Diu.

INDUSTRY: Iron Ore Mines.

Bombay, dated the 28th July 1971

AWARD PART I

By order No. 24/9/69-LRI dated 1/5/1969 the Central Government in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), referred to this Tribunal for adjudication an Industrial dispute existing between the employers specified in Schedule I, in relation to the Pissurulem Mines of Shri Manohar Hiru Naik Parulekar and their workmen in respect of the matters specified in the Schedule II as mentioned below:—

SCHEDULE I

- “(1) Shri Manohar Hiru Naik, Parulekar, Owner Pissurulem Mines, Mapuca, Goa.
- (2) Messrs Janardhan Zarapoar, Raising Contractors, Pissurulem Mines, Mapuca, Goa.”

SCHEDULE II

- “(1) Whether the action of the management of Shri Manohar Hiru Naik Parulekar, Owner Pissurulem Mine and Messrs Janardhan Zarapoar, Raising contractors, of pissurulem Mines in not implementing the final recommendations of the Central Wage Board for Iron Ore Mining Industry as accepted by the Government of India in respect of the workmen employed in their Iron Ore Mines with effect from the 1st January, 1967, is justified? If not, to what relief are the workmen entitled?
- (2) Whether the action of the management of Shri Manohar Hiru Naik Parulekar, Owner of Pissurulem Mine in retrenching the following workmen *vide* notice dated the 1st December, 1968 is justified?
 - 1. Chandra Gaunce.
 - 2. Shrikrishna Morajkar.
 - 3. Appana Kurne.
 - 4. Nanashib Dodmanl.
 - 5. Michael D'Souza.
- 3. Whether the action of the management of Messrs Janardhan Zarapoar raising contractor of Pissurulem Mines in terminating the services of the following workmen *vide* notice dated the 1st December, 1968 is justified?
 - 1. Harishchandra Mayekar
 - 2. Dinu Marathi Jadav
 - 3. Hussen M. Mulla
 - 4. Mutta Swami
 - 5. Prabhakar Bhagat
 - 6. Shanu Amonkar
 - 7. Viniak Bhagat
 - 8. Kalappa Marathe.

If not, to what relief are the workmen entitled?
- 4. Whether the action of Messrs Janardhan Zarapoar raising contractor of Pissurulem Mine in terminating the services of the following workmen in their notice dated 2nd January, 1969 is justified?
 - 1. Uttam Narayan Kamath
 - 2. Jayaram R. Shirodkar.

3. Dhalo Kamath
4. Yeshwant Herjan
5. Narayan Shetkhar
6. Anant Nirankal
7. Anant Goakar
8. Ramesh Viagonkar
9. Prakash V. Naik
10. Prabhaker Virdikar
11. Lakman Pissurulekar
12. Sitaram Powar
13. Babli B. Naik
14. Antu Powar.

If not, to what relief are the workman entitled?

5. Whether the action of Messrs. Janardhan Zarapoor raising contractor Pissurulem Mine in terminating the services of Shri Manohar Tukaram Tari with effect from the 20th December, 1968 is justified, If not, to what relief is the workmen entitled?"

2. Out of 5 issues referred to this Tribunal as mentioned in Schedule II above, issue No. 2 is heard and disposed of by Award Part I.

3. As regards issue No. 2 referred to above, the dispute is between Shri Manohar Hiru Naik Parulekar and his 5 employees as mentioned above.

4. Shri Manohar Hiru Naik Parulekar has filed written Statement at Ex. 2/E.

5. According to him, he was working a part of the Mine but due to exhaustion of ore the contract labour abandoned. The daily rated workers were found to be surplus. They were therefore retrenched by paying compensation and wages for a month in lieu of notice as required by Law. The employees were not permanent. They were paid all their dues. If these workmen are willing to join back, some work will be given to them.

6. Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union has filed written statement at Ex. 3/W raising contentions in respect of each issue. His contention in respect of issue No. 2 as mentioned in Schedule II is given in paras. 23 to 28 of the written statement Ex. 3-W. His main contention is that the retrenchment is illegal and the management has not complied with the provisions of law.

7. On the date of hearing the learned advocate appearing on behalf of Shri Manohar Hiru Naik Parulekar examined Shri Chandrakant Ganesh Shirgaonkar, Clerk working with Shri Manohar Hiru Naik Parulekar at Ex. 39/E. He also examined Shri Dattaram Sakharam Kashalkar, Manager of Pissurulem Mine at Ex. 48/E. He has produced number of documents viz. 3 receipts Exhibits 40/E, 41/E and 42/E taken from Shri Chandru Gaunce, Shrikrishna Morajkar and Shri Nanasahib Dodmani respectively. He has also produced notice dated 1st December 1968 at Ex. 43/E.

8. Shri George Vaz for the workmen has given application, dated 22nd July, 1971 for directing the employers to produce attendance Register, Pay Register and payment vouchers. As per his application Shri Bhobe has produced Attendance Register, Pay Register and payment vouchers in the Court. After seeing them, they were returned.

9. Points for consideration are as follows:—

- (i) Whether the retrenchment of 5 employees as mentioned above in Schedule II with effect from 1st December, 1968, is justified?
- (ii) If not to what relief they are entitled?

10. My findings are as follows:—

- (i) No except in respect of Michael D'Souza.
- (ii) As per order.

REASONS

Point Nos. i and ii

11. At the outset it may be noted that on 9th October, 1969, the employer has given pursis at Ex. 6/E as mentioned below:—

"The following workmen if reported for duty by 16th October, 1969 will be offered employment in their old posts.

- (1) Shri Chandra Gaunce
- (2) Shrikrishna Morajkar
- (3) Appana Kurne
- (4) Nanasahib Dodmani."

12. After hearing both the parties the Tribunal passed the order as given below:—

"Heard the representative for the management and the employees. After hearing them and considering this pursis, I passed the following order.

ORDER

The employers are directed to give employment to 4 employees mentioned above with effect from 16th October, 1969 or any earlier date of reporting, keeping the contentions of both parties open."

13. On 17th October, 1969 M/s Manohar Hiru Naik Parulekar sent a letter to this Tribunal as mentioned below:—

"We refer to the order passed in the open Tribunal on 9th October, 1969 at Panaji and have to inform you honour that none of the four workmen referred to in the order reported for duty upto 16th October, 1969.

The workmen were paid full compensation and the retrenchment was effected due to failure of the mine. The offer is now treated as closed."

14. On 22nd November, 1969, the management sent another letter as mentioned below:—

"We refer to our letter, dated 17th October, 1969.

Our representative Shri G. L. Joshi contacted Mr. George Vaz who informed that the workmen are better placed and are not interested in joining the service.

Of course we had no adequate work, however, we had made that offer in conciliation and to prove our bonafides we kept it open.

As the workmen are not interested the item No. 2 of the reference may please be disposed of."

15. From the above mentioned correspondence and the order of this Tribunal it is crystal clear that 4 employees out of 5 employees retrenched by the management are not interested in continuing in service of the management and that they are not prepared to join the service.

16. Though the 4 employees out of 5 employees retrenched are not interested in joining the service, yet Shri Vaz for the workmen contends that the question regarding validity of retrenchment be considered.

17. The Notice Ex. 43/E, dated 1st December, 1968 is as follows:—

"As the mining operations have come to a stop for some time past the management regret to inform that the following workmen will be retrenched with effect from to-day. They will be paid one month's wages in lieu of notice and compensation due to them under Section 25F of the Industrial Disputes Act, 1947.

Name of the workmen	Date of joining
1. Chandra Gaunce	1-9-67
2. Shrikrishna Morajkar	1-9-67
3. Appana Kurne	1-9-67
4. Nanasahib Dodmani	25-9-67
5. Michael D'Souza	28-4-68"

18. There can be no doubt from the above mentioned Ex. 43/E that notice was given to all 5 employees who were to be retrenched with effect from 1-12-1968 on 1-12-1968.

19. As per Section 25F(a) of the Industrial Disputes Act, 1947 no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until one month's notice in writing indicating the reasons for retrenchment and the period of notice expired or the workman has been paid in lieu of such notice wages for the period of the notice.

20. In the present case it is common ground that the employee Shri Michael D'Souza joined the service on 26th April, 1968 and that as he had not put in one year's continuous service, he was not entitled to any retrenchment compensation and notice pay. He was also not offered any employment by the management. As he has put in less than one year's service his retrenchment by the management cannot be said to be invalid.

21. As regards the other 4 employees, the management has produced 3 receipts at Ex. 40/E, Ex. 41/E, and Ex. 42/E to show that each one of the 3 employees was paid notice pay and retrenchment compensation as mentioned in the receipt.

22. As regards Appanna Kurne it appears that he was also given notice pay and retrenchment compensation after obtaining receipt but the same is not produced in the Court as it is not available and misplaced. Shri Kurne has not come in the witness box to say that he has not received the notice pay and compensation. Hence there is no reason to disbelieve the management's clerk Shri Chandrakant Ganesh Sirgaonkar Ex. 39/E and the Manager Shri D. S. Kashalkar Ex. 48/E. The Manager Ex. 48/E cannot say how much compensation was given to Shri Appana, but his evidence shows that the compensation was given to him. I am convinced that Shri Appana Kurne was given notice pay and retrenchment compensation alongwith other 3 employees.

23. As per Section 25F(b) of the Industrial Disputes Act, 1947, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay for every completed year of continuous service or any part thereof in excess of six months has to be paid to the workman concerned.

24. In the present case both the parties have given a common pursis stating as to what amount was paid to each one of the 4 employees and to what amount each one was entitled on the basis of correct calculation of compensation as required under this provision. There can be no doubt from this pursis that on the admission of the management correct amount of compensation was not paid to each one of the 4 employees. On calculation some more amount is found due to each one of the employee and the management has agreed to pay the same. Hence I am of the view that there was no compliance of provisions of Section 25F(b) of the Industrial Disputes Act, 1947. Hence the retrenchment of the 4 employees was not proper.

25. As per Section 25F(c) of the Industrial Disputes Act, 1947 notice in the prescribed manner has to be served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

26. In the present case such notice is not produced on record. This also shows that the retrenchment in question was not according to the provisions of law.

27. Though the retrenchment is not justified yet no useful purpose will be served by giving relief of reinstatement to the 4 employees as they have refused to join the service as discussed above.

28. Both the parties however agree by pursis that the management will give to each one of the 4 employees the amount mentioned against his name in the pursis.

29. The learned Advocate Shri Bhohe for the management and Shri George Vaz for the employees concede before me that the 4 employees be given amounts mentioned in the pursis and that Award be made accordingly.

30. For the reasons given above, I hold that Shri Michael D'Souza is not entitled to any relief as his retrenchment was proper and legal.

31. As regards the other 4 employees viz., Chandra Gaunce, Shrikrishna Morajkar, Appana Kurne and Nanasahib Dodmani they each be given Rs. 6.12, Rs. 6.12

Rs. 4.00 and Rs. 7.00 respectively as mentioned in the pursis, dated 24th July, 1971.

32. In the end I pass the following order:—

ORDER

- (i) It is hereby declared that retrenchment of S/Shri Chandra Gaunce, Shri Krishna Morajkar, Appana Kurne and Nanasaheb by Shri Manohar Hiru Naik Parulekar was not justified and that they are entitled to Rs. 6.12, Rs. 6.12, Rs. 4.00 and Rs. 7.00, respectively.
- (ii) It is hereby declared that retrenchment of Shri Michael D'Souza by Shri Manohar Hiru Naik Parulekar was justified and that he is not entitled to any relief.
- (iii) Pursis dated 24th July, 1971, is to form part of the Award.
- (iv) Award Part I is made accordingly.
- (v) No order as to cost.

(Sd.) N. K. VANI,
Presiding Officer,

Central Government Industrial Tribunal No. 2, Bombay.

PURSIS

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NO. 2
SUB:—Issue No. 2—Ref. CGIT-2/6 of 1969

May it please the Tribunal.

Both the parties agree that out of the 5 workmen only the following 4 are entitled to Notice pay and Compensation as under:

S.No.	Name	Amount due.	Amount paid.	Balance to be paid
1.	Chandra Gauns	Rs. 125.87	Rs. 119.50	Rs. 6.12
2.	Shrikrishna Morajkar	Rs. 125.87	Rs. 119.50	Rs. 6.15
3.	Appana Kurne	Rs. 82.00	Rs. 78.00	Rs. 4.00
4.	Nanasaheb Dolmani	Rs. 143.50	Rs. 136.50	Rs. 7.00

The fifth worker Shri Michael is not entitled to notice pay and compensation.
Dated 24th July, 1971.

(Sd.) GEORGE VAZ,
for Opponent.

(Sd.) G. U. BHOSE,
Adv. for M. H. Naik Parulekar.

[No. 24/9/69/LRI/LRIV.]

New Delhi, the 19th August 1971

S.O. 3230.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to the management of Star Construction and Transport Company, Sankari West, Salem District and their workmen which was received by the Central Government on the 9th August, 1971.

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

Thursday, the 22nd day of July, 1971

PRESENT:

Thiru K. Seetharama Rao, B.A. B.L., Industrial Tribunal.

INDUSTRIAL DISPUTE NO. 46 OF 1970

[In the matter of the dispute for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Star Construction and Transport Company, Sankari West].

BETWEEN

The Secretary, India Cements Employees' Union, Sankari West.

AND

The Management of Star Construction and Transport Company, Sankari West, Salem District.

REFERENCE:

Order No. 12(13)/70-LR-IV, dated 9/6/1970 of the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), Government of India, New Delhi.

This dispute coming on for final hearing on Friday the 9th day of July, 1971, upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru S. K. Palaniappan, Secretary of the Union and of Thiruvalluvar T. Raghavan and T. K. Seshadri, advocates for the Management and having stood over till this day for consideration, this Tribunal made the following.

AWARD

The issue for consideration is what is set out in the Government of India order dated 9/6/1970, as follows:

"Whether Messrs Star Construction and Transport Company Sankari were justified in promoting Shri Ponnuswamy, superseding Shri Natarajan who was senior to him in service? If not, to what relief is Shri Natarajan entitled?"

(2) The Union contends that worker Natarajan is a Mechanic in this Company from 1/1/1964. He was transferred to the Drilling Section in 1968 and the Union protested against the same as an act of victimization and there was conciliation and the Management assured that seniority of Natarajan would be considered at the time of promotion and Natarajan was transferred back to the Transport section. In November, 1969, Sri Ponnuswamy was promoted, over the head of Natarajan, as Assistant Mechanical Foreman though Ponnuswamy, as Mechanic, is far junior to Natarajan. This promotion was done as a measure of victimisation of Natarajan for his Union activities.

(3) The Management contended that Natarajan was recruited as 'B' Grade Mechanic but Ponnuswamy, the highly-skilled Mechanic was 'A' Grade Mechanic even from 1/6/1966. Promoting of Ponnuswamy as 'A' Grade Mechanic over the head of Natarajan, the 'B' Grade Mechanic was correct. There never was any victimisation of Natarajan at any time. It is not admitted that Natarajan was a better skilled mechanic than Ponnuswamy. The Management made the correct choice in promoting a highly-skilled worker like Ponnuswamy, as Assistant Foreman.

(4) Ordinarily, other things being equal, seniority must prevail in the matter of promotion and unless there is a fair appraisal of merit done, on proper basis, one could presume that any promotion made only on the basis of so-called merit, not properly adjudged upon, is *malafide*.

(5) W.W.1, who is Natarajan, admitted that, when recruited he had no technical qualifications, but then his service like that of one Nagaraja Rao, dates back to 1/1/1964, while Ponnuswamy joined the company only on 1/6/1966. W.W. 1 did not know that Ponnuswamy has been promoted as 'A' Grade Mechanic and that right till 16/12/1969, when he read through Ex. M-1, and then he protested against the writing in Ex. M-1 and that in Ex. W-1 letter dated 20/12/1969. W.W. 1 further deposed as follows:—"My case is that Ponnuswamy was promoted earlier, to 'A' Grade Mechanic Post without my knowledge and he has been promoted as Foreman. Promotion to Foreman and to 'A' Grade has to be done on basis of efficiency plus length of service. No test was held, when promoting Ponnuswamy." W.W. 1 admitted that he was classified as 'C' I Grade hand in terms of the writing by the Wage Board (*vide* Ex. M-8 and Ex. M-15). He was promoted to 'B' Grade and at that time Ponnuswamy was 'A' Grade mechanic. W.W. 1 admitted that he was awarded suspension for 15 days, by way of punishment, (Ex. M-11) and Ponnuswamy, however, never suffered any punishment. W.W. 1 could not and he did not know whether Ponnuswamy was an efficient mechanic or not. M.W. 1 (Ponnuswamy) is also a member of the same union like W.W. 1. In the past, at the time of transfer when union backed W.W.1, it was not then written in the concerned letter of protest that, intending to victimise the worker, like W.W.1, he was transferred.

(6) M.W.1, Ponnuswamy joined service on 31/5/1966 in terms of the order passed on Ex. M-14 application. He had prior experience as set out by him in Ex. M-14.

He joined as 'B' Grade Mechanic on basic salary of Rs. 180/- per month. Ex. M-15 sets out the scales of Pay for employees in this Company, M.W.1 was confirmed as A-1 Grade mechanic under Ex. M-2 letter dated 1/2/1967. He did overhaul vehicles and he did major repairs and he is, any day more efficient than W.W.1 as W.W.1 does not know to attend to major repairs of Motor Vehicle. At present, W.W.1 is 'A' Grade Mechanic, for all mechanic are now 'A' Grade mechanics. It is true that MW 1 also once worked on general shift. It is true that no test was held, when he was promoted as Assistant Foreman; but when recruiting him, it is written as follows: "He may be employed as Mechanic and offered Rs. 200/- per month" (Ex. M-14). M.W. 2, the Engineer, proved that, actually, M.W.1 was started on a higher salary because of his efficiency, as is written in Ex. M-14 itself, on 31st May, 1966. Confirmation of M.W.1 as 'A' Grade mechanic was known to one and all, M.W.2 added as follows:—There can be no comparison between A-1 mechanic and B-1 mechanic and M.W.1 was an efficient worker, with a clean record, unlike W.W.1 and so M.W.1 Ponnaswamy was promoted, on my recommendation, as Assistant Foreman. The promotion is correct. Nobody took note of the Union activity of W.W.1 at the time of promotion of M.W.1 as Assistant Foreman. I observed the work and I made proper and correct/recommendation, that M.W.1 was to be promoted as Assistant Foreman." It is admitted by W.W.1 that once W.W.1 was classified as C-1 Grade employee (Ex. M-15), obviously, because he was then drawing far less the pay than M.W.1 who was classified as B-1 employee, even then and so it is futile for the union to contend that promotion of W.W.1 and M.W.1 had to be done on the basis of the length of service in the Company, by each of the employees. C-1 employee is a skilled lower category employee (Ex. M-15) while B-1 employee was a skilled upper category, while A-1 employee is skilled higher category employee. Also, in my view, the evidence of M.W.2 is true that six months, after M.W.2 joined service, he knew that W.W.1 was 'B' Grade Mechanic, while M.W.1 was then A Grade Mechanic, like one Nagaraja Rao. I may state here that Ex. M-15 relates to 1965. In 1967, W.W.1 was classified as 'B' Grade Mechanic (skilled upper) while, then, M.W.1 was classified (Ex. M-2) as 'A' Grade mechanic (Skilled Higher). M.W.2 agreed that W.W.1 had been awarded prizes for doing some original work (Hydraulic Pump making) in 1970 and in 1971. M.W.2 added, however, that M.W.1 had extra merit and better skill than W.W.1 The very fact that M.W.1 was started on a higher pay (Ex. M-14) and he was promoted as 'A' Grade mechanic under Ex. M-2 order, in 1967 is proof that, at all times, in the past, W.W.1 accepted that M.W.1 was being recognised as a more skilled mechanic than W.W.1 The plea that promotion of Ponnuswamy in 1967 as 'A' Grade mechanic was then not known to W.W.1 is not true. The plea that W.W.1 had better affinity for the Union or union activities than M.W.1 is also not true and so the plea that any victimization was planned, in promoting M.W.1 is not true. W.W.1 has been promoted as 'A' Grade mechanic and step by step he is being recognised. Prizes were awarded to him in 1970 and 1971 and so W.W.1 can never say, honestly, that the Management has anything against him. I find that promotion of Ponnuswamy as 'A' Grade mechanic, under Ex. M-2 letter, and, later, as Assistant Foreman is correct and that W.W.1 has no justifiable grounds to complain against promotion of M.W.1, as Assistant Foreman.

(7) This award is passed that W.W.1 Natarajan is not entitled to any relief.

Dated 22nd day of July, 1971.

(Sd.) K. SEETHARAMA RAO,
Industrial Tribunal.

LIST OF WITNESSES AND EXHIBITS

Witnesses Examined

For Workmen:

M.W.1—Thiru P. Ponnuswamy.

For Management:

M.W.1—Thiru P. Ponnaswamy.

M.W.2—Thiru B. V. Muruganathan

DOCUMENTS MARKED

For Workmen:

W-1/20-12-69—Application by WW.1 regarding promotion as Assistant Foreman.

W-2/31169—Application by W.W.1 to the Indian Cements Employees Union.

W-3/1-1-70—Letter from the Union to the Regional Labour Commissioner (C) Madras requesting for conciliation.

For Management:

- M1/11-12-69—Promotion order issued to M.W.1 by the Management.
- M-2/1-267 Confirmation order issued to M.W.1 by the Management.
- M-3/12-1-67—Application of M.W.1 requesting for confirmation of service and merger of Rs. 25 with the salary.
- M-4/1-6-66—Letter by M.W.1 to the Management accepting the terms and conditions in the Appointment order.
- M-5/1-6-66—Appointment order of M.W.1.
- M-6/ — —Seniority List of Mechanics as on 11th December, 1969.
- M-7/ — —Statement showing the salaries of Mechanics for November, 1969.
- M-8/ — —History card of W.W.1.
- M-9/14-12-67—Application by W.W.1 objecting to the transfer from the Transport Section to Mines.
- M-1/21-12-67—Letter by the Union to the Management objecting the transfer of W.W.1 to Mines.
- M-11/30-6-67—Explanation of W.W.1 to the Management in reply to the Show cause notice issued by the Management (with Managements' letter dated 1st July, 1967 and another, explanation of W.W.1, dated 26th June, 1967).
- M-12/7-4-69—Memorandum of settlement between the parties (copy).
- M-13/27-5-63—Application of W.W.1 for appointment as mechanic.
- M-14/31-5-66—Application of M.W.1 for appointment as Automobile Mechanic.
- M15/ — —Statement showing categories of employment, rates of wages and allowances.

(Sd.) K. SEETHARAMA RAO,
Industrial Tribunal.

NOTE.—The parties are directed to take return of their document/documents within six months from the date of the award.

[No. 12(13)/70-LR-IV.]

S.O. 3231.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Presiding Officer, Central Government Industrial Tribunal (No. 2), Bombay, in the matter an application under section 33A of the said Act, from Shri Chandrakant Paik Gauncar, Pirla of the management of Messrs Pandurang Timblo Industries, Margao, Goa which was received by the Central Government on 11th August, 1971.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,
BOMBAY**

COMPLAINT NO. CGIT-2/1 OF 1971

ARISING OUT OF REFERENCE NO. CGIT-2/2 OF 1969

PARTIES:

Shri Chandrakant Paik Gauncar, Pirla, Post Rivona, Via Quepem, Sanguem, Goa.—*Complainant.*

Versus

M/s. Pandurang Timblo Industries, Post Box No. 242, Margao, Goa.—*Opponent.*

PRESENT:

Shri N. K. Vani.—Presiding Officer.

APPEARANCES:

For the complainant—Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union, Goa.

For the opponent.—Shri Ramesh Desai,—Labour Adviser.

INDUSTRY: Iron Ore Mining

STATE: Goa, Daman and Diu.

Bombay, date the 28th July, 1971

AWARD

This is a complaint by Shri Chandrakant Paik Gauncar under Section 33A of the Industrial Disputes Act, 1947.

2. The facts giving rise to this complaint are as follows:—

3. Industrial dispute between the opponent and its workmen regarding the implementation of the Wage Board recommendations with effect from 1st January, 1967, bearing number CGIT-2/2 of 1969 has been referred to this Tribunal. During the Pendency of this reference the complainant Shri Chandrakant Paik Gauncar was dismissed from service. As the opponent has not filed any application for approving its action of dismissing the complainant and as the opponent has not complied with the provisions of Section 33 of the Industrial Disputes Act, the complainant filed this application under Section 33A of the Industrial Disputes Act, for setting aside the order of dismissal and reinstating him in service with continuity of service and back wages.

4. The opponent has filed written statement at Ex. 1/E.

5. According to the opponent, no disciplinary proceedings were instituted against the complainant for his participation in the strike. After the strike was withdrawn, the complainant did not resume duty. After waiting for long time, it was presumed that the complainant abandoned his services voluntarily, as he did not report for duty. When he came to Head Office on 19th April, 1971 for the first time, he was told by the Labour Officer that his name had been struck off from the muster roll for his abandoning the service of the company from 23rd March, 1969. As the complainant has not been dismissed or discharged for any misconduct, the company cannot be charged of violation of Section 33A of the Industrial Disputes Act, 1947. The complainant's complaint is bad in law since the company or the management has not terminated the services of the complainant by way of the discharge or dismissal for any misconduct. The complainant's complaint be, therefore, dismissed.

6. At the time of hearing, Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union examined the complainant at Ex-2/W and requested the Tribunal for keeping the case for argument and allowing him to produce certain documents. Hence the hearing was adjourned for argument and production of documents to 24th July, 1971.

7. On 24th July, 1971, Shri George Vaz has given application as mentioned below:—

"The Union which is representing the complainant Chandrakant Paik Gauncar (Complaint No. CGIT-2/1 of 1971) after studying the complaint and the Section under which it is filed has come to the conclusion that this matter cannot be considered by this Tribunal under Section 33 as the worker is neither dismissed nor discharged and the remedy is to file an industrial dispute in the matter before the appropriate authority.

Under the circumstances the Union is withdrawing the complaint."

8. Shri Ramesh Desai appearing on behalf of the opponent has given in writing that he has no objection to allow the complainant to withdraw the complaint

9. Considering the facts of this case I am of the view that the complainant should be allowed to withdraw his complaint. I therefore accept the application dated 24th July, 1971 and pass the following order:—

ORDER

- (i) The complainant is allowed to withdraw his complaint.
- (ii) Award is made accordingly.
- (iii) No order as to costs.

(Sd.) N. K. VANI,
Presiding Officer,
Central Govt. Industrial Tribunal No. 2, Bombay.
[No. 24/5/69-LR-IV.]

Dated 28th July, 1971.

ORDERS

New Delhi, the 29th June 1971

S. O. 3232.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bhurkunda Colliery of National Coal Development Corporation Limited, Post Office Bhurkunda, District Hazaribagh and their workmen in respect of the matters specified in the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 1), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the management of Bhurkunda Colliery of National Coal Development Corporation Limited, Post Office Bhurkunda, District Hazaribagh, was justified in not fixing Shri Akbar Hussain, Loader Operator, in Category C as per recommendations of the Central Wage Board for Coal Mining Industry with effect from the 15th August, 1967? If not, to what relief is the workman entitled and from what date?"

[No. L. 2012/3/71-LRII.]

(भ्रम और रोजगार विभाग)

आवेश

नई दिल्ली, 29 जून, 1971.

का० आ० 3232.—यस: केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में राष्ट्रीय कोयला विकास निगम लिमिटेड, की मुरकुंडा कोलियरी डाकघर मुरकुंडा, जिला हजारीबाग के प्रबन्ध से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण (संख्या 1) धनवाद को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या राष्ट्रीय कोयला विकास निगम लिमिटेड, की मुरकुंडा कोलियरी डाकघर मुरकुंडा, जिला हजारीबाग के प्रबन्ध मण्डल का श्री अकबर हुसैन, लोडर ऑपरेटर, को कोयला खनन उद्योग सम्बन्धी केन्द्रीय मजदूरी बोर्ड की सिफारिशों के अनुसार 15 अगस्त 1967 से प्रवर्ग सी में न रखना न्यायोचित था ? यदि नहीं तो कर्मकार किस अनुतोष का और किस तारीख से हकदार है ?"

[सं० एल०-2012/3/71-एल आर-2]

S.O. 3233.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Mandamari Division of Singareni Collieries Company Limited, Post Office Kalyan Khani (Andhra Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri T. Chandrasekhara Reddy, as Presiding Officer with headquarters at Afzal Lodge, Tilak Road, Ramkote, Hyderabad-I, and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

“Whether the action of the management of Mandamari Division of Singareni Company Limited, Post Office Kalyan Khani (Andhra Pradesh), in terminating the employment of Shri Bura Rajesham, Coal Cutter of Kalyan Khani No. 2 Incline, with effect from the 21st June, 1967, is justified? If not, to what relief is the workman entitled?”

[No. L-2112/7/71-LRII.]

क्र० प्र० 3233.—यसतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में सिंगरेनी कोलियरीज कम्पनी लिमिटेड, डाकघर कल्याण खनि (आन्ध्र प्रदेश) के भण्डामारी प्रभाग के प्रबन्ध से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यसतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा एक औद्योगिक अधिकरण गठित करती है कि जिसके पीठासीन अधिकारी श्री टी० चन्द्रशेखर रेड्डी होंगे, जिसका मुख्यालय अफजल लोड, तिलक रोड रामकोट, हैदराबाद-1 होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण के न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

“क्या सिंगरेनी कोलियरीज कम्पनी लिमिटेड, डाकघर कल्याण खनि (आन्ध्र प्रदेश) के भण्डामारी प्रभाग के प्रबन्ध मण्डल की श्री बुरा राजेशम, कोल कटर, कल्याण खनि नं० 2 इन्वलाइन का रोजगार 21 जून, 1967 से समाप्त करने की कार्यवाही न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?”

[सं० एल०-2112/7/71-एल०प्रार०-2]

New Delhi, the 5th August 1971

S.O. 3234.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Kannapuram China Clay Mines, Post Office Cherukunnu, District Cannanore (Kerala) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with

Shri R. K. Venu Nair with headquarters at Calicut (Kerala) refers the said dispute for adjudication to the Industrial Tribunal.

SCHEDULE

"Whether the demands of the Hindustan China Clay Labour Union, Post Office, Vengara, (via) Payangadi, Cannanore District, Kerala State, in respect of the following matters are justified? If so, to what relief are the workmen entitled?

- (i) Wage increase.
- (ii) Provision of Attendance cards and Tokens to workmen.
- (iii) Free supply of food from the canteen."

[No. L-29011/18/71-LR-IV.]

R. KUNJITHAPADAM, Under Secy.

नई दिल्ली, 5 अगस्त, 1971

का०आ० 3234.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में कन्नापुरम चादना क्ले माइन्स, डाकघर चेक्कुसु, जिला कन्नानोर (केरल) के प्रबंध से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ए. द्वारा एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री आर० के० बन्तु नायर होंगे, जिसका मुख्यालय कालीकट (केरल) होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्याय-निर्णयन के लिए निर्देशित करती है।

अनुसूची

"क्या हिन्दुस्तान चादना क्ले लेबर यूनियन, डाकघर वनगरा, (बारासात) पायमगाड़ी, कन्नानोर जिला, केरल राज्य की निम्नलिखित मामलों के सम्बन्ध में मांगें न्यायाचित हैं? यदि हाँ, तो कर्मकार किस अनुतोष के हकदार हैं?

- (i) मजदूरी में वृद्धि
- (ii) कर्मकारों के लिए उपस्थिति कार्डों और टोकनों की व्यवस्था।
- (iii) कैटीन से खाद्यान्न का मुफ्त प्रदाय।

[सं० एल-29011/18/71-एल आर-4]

आर० कुंजीथापदम, अवर सचिव।

(Department of Labour and Employment)

New Delhi, the 7th August 1971

S.O. 3235.—Whereas a vacancy has occurred in the office of the Presiding Officer of the Labour Court No. 3, Dhanbad, constituted by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2279, dated the 22nd June, 1968;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri B. S. Tripathi as the Presiding Officer of the said Labour Court, with effect from the 1st July, 1971.

[No. S. 11025/23/71-LRI(I).]

(श्रम और रोजगार विभाग)

[नई दिल्ली, 7 अगस्त, 1971]

का० प्रा० 3235.—यतः भारत सरकार, श्रम, नियोजन और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० प्रा० 2279 दिनांक 22 जून, 1968 द्वारा गठित श्रम न्यायालय संख्या 3, धनबाद के पीठासीन अधिकारी के कार्यालय में एक रिक्ति हुई है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबन्धों के अनुसरण में केन्द्रीय सरकार एतद्द्वारा श्री बी० एस० त्रिपाठी को 1 जुलाई, 1971 से उक्त श्रम न्यायालय के पीठासीन अधिकारी के रूप में नियुक्त करती है ।

[सं० एस० 11025/23 71-एल० आर० 1(i)]

S.O. 3236.—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Industrial Tribunal No. 3, Dhanbad, constituted by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2280, dated the 22nd June, 1968;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri B.S. Tripathi, as the Presiding Officer of the said Industrial Tribunal, with effect from the 1st July, 1971.

[No. S. 11025/23/71-LR.I(II).]

का० प्रा० 3236.—यतः भारत सरकार, श्रम नियोजन और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० प्रा० 2280 दिनांक 22 जून, 1968 द्वारा पठित औद्योगिक न्यायाधिकरण संख्या 3, धनबाद के पीठासीन अधिकारी के कार्यालय में एक रिक्ति हुई है ;

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबन्धों के अनुसरण में केन्द्रीय सरकार एतद्द्वारा श्री बी० एस० त्रिपाठी को 1 जुलाई, 1971 से उक्त औद्योगिक न्यायाधिकरण के पीठासीन अधिकारी के रूप में नियुक्त करती है ।

[सं० एस० 11025/23/71/एल० आर० 1(ii)]

एस० एस० सहस्रनामन, अधर सचिव ।

New Delhi, the 9th August 1971

S.O. 3237.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras in the industrial dispute between the employers in relation to the New India Assurance Company Limited, Madras and their workmen, which was received by the Central Government on the 6th August, 1971.

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

Saturday the 24th day of July, 1971

PRESENT:

Thiru K. Seetharama Rao, B.A., B.L., Industrial Tribunal.

Industrial Dispute No. 70 of 1968.

(In the matter of the dispute for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947, between the workmen and the Management of M/s. New India Assurance Co., Ltd., Madras-1.

BETWEEN

The General Secretary, New India Assurance Co. Ltd., Madras Branch
4/5, First Line Beach, Madras-1 Employees Union.

AND

- (1) The Regional Manager, M/s. New India Assurance Co. Ltd., 4/5, First Line Beach, Madras. (R1).
- (2) Sri B. K. Shah, Custodian, M/s. New India Assurance Co. Ltd. (R2), First Line Beach, Madras-1 (Impleaded as per order of the Industrial Tribunal, dated 17-7-71.)

REFERENCE:

Order No. 25/3/68-LR-III, dated 26-7-1968 of the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), Government of India, New Delhi.

This dispute coming on for final hearing on Saturday the 24th day of July, 1971, upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiruvalargal B. R. Dolia A. L. Somavaji, R. Jamal Nazeem and S. V. Ramakrishnan, Advocates for the Union and of Thiruvalargal P. C. Karian, N. E. Arumugham and N. Kanakaraaj, advocates for the Management, this Tribunal made the following:

AWARD

The issue for adjudication, as set out in the reference by Government of India dated 26th July, 1968, is as follows:

"Whether the demand of the workmen that the Assistant Inspectors should not be required to service Tied/Block Accounts and that another category of employees called Servicing Assistants with higher scales of pay should be created for the purpose, is justified? If so, to what relief are the workmen entitled?"

(2) The custodian of this Company was impleaded as R-2 and all parties endorsed that evidence, already on record, was to be read as evidenced against R-2 also and they had no further evidence to tender.

(3) The Union contends that Tied/Block accounts were serviced in other branches of the self-same company by Servicing Assistants, known as such Tied or Block Accounts meant accounts in relation to insurance business furnished directly by Companies, Firms and Corporations and such business is directly attended to by category of assistants known as Servicing Assistants who serve on the administrative side and not on the development unit of the Company. In Madras, however, the above work was done by Inspectors working on the development side. Assistant Inspectors were appointed in 1964 in the Madras region to assist inspectors and they were recognised as members of the administrative staff in the settlement in Ex. M-10, dated 26th October, 1966. Assistant Inspectors were given revised scale of pay as follows:—185—7—206—10—246—13—285—EB—15—360—25—510 (21 years). Ex. M-10 contained the clause that, as an experimental measure, the allocation of functions of various categories in various departments will be tried out first in selected departments at Head Office (such as Tied business Bombay City organisation and Claims) and thereafter a report would be made by 30th June, 1967, to the Managing Director, for his consideration.

(4) In Paragraph (6) in the claim statement, it is urged that to give credit to the development staff, the company appointed 3 to 4 inspectors to service business connected with companies, firms and corporations (Tied and Block accounts).

The plea is that after Ex. M-10 was signed up, the company took the stand that Tied/Block business entrusted to Inspectors was not in reality organised business brought in by development offices as such and inspectors on development staff were not to service that business, and despite all that however Assistant Inspectors were directed to continue servicing of Tied/Block accounts. In the other regions, namely the eastern and western regions Servicing Assistants as such did servicing of Tied/Block accounts, being accounts really unrelated to development work or staff.

(5) The plea is that Servicing Assistants, in other regions, who did Tied and Block Accounts were paid higher emoluments. At any rate, the Assistant Inspectors were appointed only to Assist. Inspectors. Now Ex. M-6 appointment order for Assistant Inspectors reads that functions of Assistant Inspectors were, including among other things, preparation of data sheets, rating, drafting and preparation of policies, issues of premium receipts, maintenance of Agents accounts, business registers, bank guarantee and cash deposits statement, settlement of commission, posting of claims, processing of claim papers, calling on clients for collecting premium, maintenance of expiry registers, preparation and posting of renewal notices, organising meeting of agents, maintaining clients particulars and assisting Inspectors, in their Assignments.

(6) The plea is that the Assistant Inspectors could not be called upon to service Tied and/or Block accounts and the above work, is allotted to them only in the southern region and not in the eastern or western region, where such work is done by Servicing Assistants.

(7) In the counter statement, it is urged that business flowing from other companies or firms was Tied and Block business and that was valuable business, that was considered, at one time, to need special attention and so Servicing Assistants were given the job to attend to Tied and Block business and they were to study the insurance needs of those clients with reference to their business requirement, and to give suggestions for new types of covers and to examine periodically the adequacy of existing covers and they were to act as liaison between those clients and the department for expeditious settlements of claim. Such Servicing Assistants were appointed, as an experimental measure only in Bombay Office and in Calcutta office. There was no need to appoint Servicing Assistants for the Southern Region, where Tied and Block business was only 5 per cent of such business done in the Head Office and at Calcutta. At Bombay and Calcutta, the scheme of separate staff attending to Tied and Block business was given up in 1963 and, on such category of Servicing Assistants being abolished, there was discussion on 4th January, 1964 as between the Federation and Managing Director on that issue. Specific reference is made in the Counter Statement to the above discussion that is embodied in the minutes in Ex. M-15. Now paragraph (11) in Ex. M-15 that reads as follows: "M.D. explained at length that the present functions of the Servicing Assistants were not those which were originally envisaged when the scheme was formulated. He was not satisfied with the type of work done by the Servicing Assistants. They were expected to do all round work and since this scheme did not work out satisfactorily, it was not possible to increase the number. He further informed the members that he would like to abolish the category of Servicing Assistants and utilise the services of the present Servicing Assistants in different spheres." The grade of Servicing Assistants was abolished in 1964, and that is how, in the charter of demands put up in 1966, by the Federation, there is no reference to the grade of Servicing Assistants (specific reference is made to such charter of demands in Ex. M-9, that is to demand No. 1 in Ex. M-9 for revision of scales of pay for all categories of staff). In the charter of demands in Ex. M-9 no reference is made to Servicing Assistants. Demand No. 17 reads that in respect of those demands No. 1 to No. 16, the agreement was sought to be concluded for the period from 1st January, 1966 till 31st December, 1967. The distribution of servicing work in the southern region entrusted to 3 or 4 Inspectors was done in the ordinary course of business, and that work was also done by other executives and officers at Madras. The Assistant Inspectors were not merely to assist the Inspectors. Their duties were as set out in Ex. M-6 appointment order.

(8) The Union contends that W.W.2 and W.W.3 and three other Assistant Inspectors are attending only to servicing of Tied/Block Accounts in the Madras region.

(9) The above plea is accepted as true and correct by the Management and the issue raised is that in equity or justice these 5 Assistant Inspectors cannot say that they will not do servicing of Tied/Block accounts. M.W.1 deposed that Assistant Inspectors in other regions were servicing Tied/Block accounts and

that, unless there was agreed job specification as such, the contention is that so long as hours of work were not varied, no official, could say that he would not do a particular job.

(10) M.W.1 deposed that the job of servicing Tied accounts in other branches is now done mostly by B Grade Assistants in that, the category of Servicing Assistants was abolished in those regions even in 1964, as was found upon, in the award passed by the Calcutta Tribunal in Ex. M-12, dated 5th July, 1969. I may state here that in Ex. M-12 it was accepted that the category of Servicing Assistants stood abolished in 1964. In the charter of demands put up in 1966 in Ex. M-9 and in the followed-up settlement in Ex. M-10, there is no reference to service assistant or revision of their pay though, actually, pay scales were sought to be revised in Ex. M-9 for every category of workers.

(11) I agree that in the year 1961 in the award in Ex. M-3 the Servicing Assistants are mentioned and their pay scale was revised to be on par with A-Grade Assistants, plus, that they were to start on a higher pay, when compared with A-Grade Assistants.

(12) I agree that Ex. W-1 to Ex. W-12 do prove the fact that the Union took up the stand in 1961 that Servicing Assistants cadre was to be sanctioned for Madras branch and the apportionment of that work to development staff like inspectors was neither fair nor just. The evidence of W.W.1 is that the award in Ex. M-11 was passed in 1966 and till then inspectors assisted by Assistant Inspectors attended to servicing of tied/block accounts in Madras region. Under the award in Ex. M-11 inspectors working on the development side could, after July, 1967 be shifted to work wholly on the operation side and taking advantage of this, the evidence of W.W.1 is that Inspectors were detached from servicing of tied/block accounts and yet their assistants, five in number, inclusive of W.W.2 and W.W.3 were continued to do servicing of tied/block accounts. W.W.1 deposed as though these Assistant Inspectors did the above job of servicing tied/block accounts only from 1967, but that is not the evidence of W.W.2 and W.W.3 who maintained that, right from 1965, they assisted their inspectors in servicing of tied/block accounts and only in 1967, however, the Inspectors were detached from tied/block accounts and yet even, thereafter, the above work is being entrusted to Assistant Inspectors who are five in number, inclusive of W.W.2 and W.W.3.

(13) I may state here that Ex. W-18 letter reads that Assistant Inspectors could not be misused for administrative work and made to work directly under Officers other than Inspector. So long as Inspectors did servicing tied/block accounts, it looks as though the Assistant Inspectors had no objection to assist inspectors in the job of servicing of tied/block accounts. But once, subsequent to July, 1967 as envisaged in Ex. M-10 award the Inspectors were made to work only on the development side, it could not be that their assistants could continue to do servicing of tied/block accounts on the administrative side at the Company. If I may say so, there is some deviation or inconsistency in the stand taken by W.W.2 and W.W.3 from the stand taken by the Union, whose Secretary is W.W.1. In the very first letter in Ex. W-14, in 1961, the stand was that no member of the staff on the development side could ever work at all on the administrative side and so W.W.1 seems to assume that Assistant Inspectors were assistants to Inspectors on the Development side, and yet doing work of servicing of tied/block accounts. However, W.W.2 and W.W.3 seemed to depose that if they are paid the salary paid to A Grade Assistants, they would continue to work on tied/block accounts on the administrative side, and in order to get that higher pay they want the category of servicing assist cadre, being brought into vogue, in the Madras Region.

(14) It is one thing to ask for a new cadre to do a particular job and quite other issue, to urge that the persons doing the job should be classified as A Grade Assistants or Servicing Assistants and, then, only they could be made to work on tied-block accounts.

(15) I am satisfied that Servicing Assistant's cadre was introduced, not merely to run accounts for the valued clients like companies and firms, but also to keep in touch with companies and firms that gave tied block account business and to tender them advice from time to time on coverages to be taken at the maximum profit to themselves. At present, this live contact and advice to these companies and firms is mostly tendered by Officers, and once, in a way, however even W.W.2 and W.W.3 and three others do tender such advice to those clients, but then, it does appear, that the main function of W.W.2 and W.W.3 and three other Assistant Inspectors is only to maintain accounts of tied and block business in the administrative office.

(16) It was opined that Servicing Assistants category could not properly discharge the functions, maintaining live contact with valuable clients like companies and firms and so the cadre of Servicing Assistants was abolished as is truly spoken to by M.W. 1 and as was accepted in the award passed in Ex. M-12, dated 6th June, 1969 that such cadre stood abolished in 1964. The minutes in Ex. M-1b do prove that such abolition proposal was mooted to the union even on 4th January, 1964. In the subsequent charter of demands in Ex. M-9, there is no reference at all to the category of servicing assistants.

(17) Once the cadre of Servicing Assistants has been abolished, it is futile to contend that the above cadre has to be restored or commenced to be run for the first time in the Madras region, that never had this category of Servicing Assistants at any time. My finding is that the quantum of tied/block accounts, the value thereof, is correctly set out by W.W.2, but that value is just a small portion of the total business in Madras area, as is correctly proved by filing the statement in Ex. M-19. In Calcutta and Bombay regions, however, the proportion of tied business to the total business was considerably high, as is proved by filing Ex. M-18 and Ex. M-20. I find no justifiable grounds exist to direct that category of Servicing Assistants to be started for the first time for Madras region.

(18) I just do not know on what basis I can direct that work of writing up tied/block accounts is not to be given to W.W. 2 and W.W.3 and 3 other Assistant Inspectors. The appointment order in Ex. M-6 reads that they had also to maintain accounts and not that they were Assistants only to development officers. Merely because Inspectors, now doing only development work were detached from the administrative wing of the company, from that fact, how could one ever say that Assistant Inspectors ought not to assist other Officers on the administrative side and they ought not to do maintenance of tied/block accounts. There is no service condition express or implied, to this effect that these Assistant Inspectors cannot be given the work of doing tied/block accounts. Secondly, the Servicing Assistants, as they existed prior to 1964 in the western and eastern regions of this company, are no longer there, that is, the work of Servicing Assistants is truncated to do just maintenance of accounts without having themselves to keep live contact with clients as such and such truncated work is now being done in the eastern and Bombay regions by B grade Assistants or Assistant Inspectors, as is truthfully spoken to by M.W.1.

(19) I agree that M.W.1 deposed that the employees originally recruited to the cadre of Servicing Assistants are continued to do the maintenance of tied/block accounts, which is the work done by W.W.2 and W.W.3 and 3 other Assistant Inspectors. Those persons in those regions were recruited as Servicing Assistants and even though the job of Servicing Assistants is now a job, on par with that of any other Assistant, even then, those originally recruited as Servicing Assistants are continued to be paid the old higher salary. The fact is that the number of originally-recruited Servicing Assistants, now left over, unpromoted or unresigned, is a small number. The maintenance of tied/block accounts is mostly done by B Grade Assistants in the Eastern and Western regions and also by Assistant Inspectors working in those regions and when that so, I fail to see on what basis, I can direct W.W.2 and W.W.3 and three other Assistant Inspectors to be paid the salary that was once agreed to be paid to Servicing Assistants, under the award in Ex. M-3 dated 16th November, 1961.

(20) I have carefully gone through the evidence of W.W.1, W.W.2 and W.W.3. I agree that questioning of W.W.1 as to how each post of a promoted Servicing Assistant was filled up in the other regions was unnecessary, except to this limited extent to establish the truth that, in reality, on promotion being made the resultant vacancies of Servicing Assistants was not filled up by recruiting Servicing Assistants to the category as such and, instead, it does appear that the work of the promoted man was just distributed, either to A grade Assistant or to B grade Assistant or to Assistant Inspectors.

(21) The main charge by the Union is this, that Assistant Inspectors ought to be now classified as development staff like Inspectors whom they once assisted, but then, in the past, those Inspectors did tied/block accounts and, moreover, the service conditions, as is clear from Ex. M-6, are not helpful to find that any express or implied condition is there to find that these 5 Assistant Inspectors cannot be continued to maintain tied/block accounts. The workload has not been increased by Inspectors being made to work on that development side, for, now it is the Officers on the administrative side, who do the work of keeping live contact with the valuable firms like firms and companies that give tied/block business to this company. I find that the workers are not entitled to any relief like creation of a new Servicing Assistant cadre or take off of Tied/Block accountants

maintenance from Assistant Inspectors or to any other relief, in terms of the reference made by the Central Government that is the subject matter of this award. The award is accordingly passed.

Dated 24th day of July, 1971

(Sd.) K. SEETHARAMA RAO,
Industrial Tribunal.

LIST OF WITNESSES AND EXHIBITS

Witnesses Examined

For workmen :

- | | |
|--------|--------------------------------|
| W.W. 1 | . Thiru T. K. Rangabashyam. |
| W.W. 2 | . Thiru P. P. Ramanatha Menon. |
| W.W. 3 | . Thiru P. K. Govindaswamy. |

For Management :

- | | |
|--------|------------------------|
| M.W. 1 | . Thiru V. D. Ghelani. |
|--------|------------------------|

DOCUMENTS MARKED

For workmen :

- | | |
|---------------|--|
| W-1/6-3-61 | . Letter by the Union to the Management expressing their grave concern over the appointment of temporary hands for permanent vacancies. |
| W-2/5-4-61 | . Interim reply by the Management to Ex. W-1. |
| W-3/17-4-61 | . Reminder letter by the Union to the management to Ex. W-1 copy). |
| W-4/20-4-61 | . Copy of letter from the Union to the management about the appointment of Servicing Assistants from the existing administrative staff. |
| W-5/21-4-61 | . Letter from the Management to the Union regarding appointment of Servicing Assistants from the existing Administrative staff. |
| W-6/24-4-61 | . Reply letter to Ex. W-5 by the Union to the management. |
| W-7/2-5-61 | . Letter from the union to the management condemning the infiltration of development staff into the regular administrative set up. |
| W-8/10-5-61 | . Reminder letter to W-6 by the union to the management. |
| W-9/25-5-61 | . Letter from the management to the union in reply to Exs. W-6, W-7 and W-8. |
| W-10/4-7-61 | . Letter from the union to the management regarding Development staff working in the administrative side. |
| W-11/18-7-61 | . Reply letter to Ex. W-10 by the management to the union. |
| W-12/25-7-61 | . Letter by the union to the management regarding Servicing Assistants (copy). |
| W-13/10-8-61 | . Reply to Ex. W-12 from the management to the union. |
| W-14/21-8-61 | . Letter of the union to the management regarding Development staff working in Administrative side. (copy). |
| W-15/22-8-61 | . Letter of the union to the management regarding Servicing Assistants. |
| W-16/27-3-64 | . Copy of letter from the union to the management about the advertisement for posts of Assistant Inspectors. |
| W-17/9-4-64 | . Reply letter to Ex. W-16 by the management to the union. |
| W-18/14-9-67 | . Letter from the union addressed to Thiru G. V. Kapadia, Assistant General Manager of the Company at Bombay regarding nature of duties of Assistant Inspectors. |
| W-19/28-10-67 | . Letter from the union to the management recording their protest over the procedure uniformly adopted. |
| W-20/6-11-67 | . Letter from the union to the Regional Labour Commissioner (Central) requesting for conciliation proceedings. |

- W-21/12-1-68 . Letter from the union to the Regional Labour Commissioner (Central) with reference to the letter of the Management in connection with the appointment of Servicing Assistants.
- W-22/30-1-69 . Copy of notice regarding allocation of accounts with effect from 1-2-69 (copy).

For Management :

- M-1/13-3-61 . Letter from All India Federation of New India Assurance Co. Ltd., Employees Unions to the Management, Bombay enclosing charter of demands of 1961 with letter terminating settlement dated 3-3-1958 copies).
- M-2/3-7-61 . Circular No. 129 inviting applications from staff members for the post of Servicing Assistants.
- M-3/16-11-61 . Memorandum of settlement (copy).
- M-4/13-2-62 . Letter from one Thiru R. M. Desai to Thiru M. V.N. Setty Deputy Regional Manager, Madras enclosing his report with note on the union's problems.
- M-5/16-10-62 . Letter from the Union to the Management.
- M-6 . Specimen copy of Appointment order.
- M-7/23-1-64 . Letter by the Union to the Management requesting to give effect the directive given by the Managing Director regarding Tied connections.
- M-8/1-2-64 . Reply letter to Ex. M-7 by the Management to the Union.
- M-9/ . Charter of Demands submitted by the All India Federation of the New India Assurance Co. Ltd., Employees' Unions, Bombay (Copy).
- M-10/26-10-66 . Memorandum of settlement between the Management and All India Federation of New India Assurance Co. Ltd., Employees' Unions (Printed copy).
- M-11/4-7-67 . Arbitration award in the matter of dispute between All India Federation of New India Assurance Development Employees' Associations and the Management (Copy).
- M-12/6-6-69 . Award in reference No. 19/69 on the file of the Central Government Industrial Tribunal, Calcutta (Published in the Gazette of India, dated 5-7-69).
- M-13/ . List showing number of Servicing Assistants in the Head Office as well as Calcutta as on 1-1-64.
- M-14/25-3-64 . Letter from the Management at Bombay to the Union at Bombay enclosing copy of minutes of the meeting with the General Council of the All India Federation.
- M-15/ . Copy of minutes of the meeting held from 30-12-63 to 4-1-64.
- M-16/15-11-6 . Letter from the Management at Bombay to the Calcutta Office about one Thiru N. N. Bhattacharya.
- M-17 . Extract from the Minutes.
- M-18/20-2-70 . Statement showing the business turn over at Calcutta and Head Office relating to total business and Tied business for the years from 1958 to 1963.
- M-19/19-2-71 . Statement showing the turn over of business for Madras region from 1958 to 1969.
- M-20/15-3-71 . Statement showing the turn over of business in Eastern and Western regions from 1964 to 1969.
- M-21/7-1-71 . Minutes of meeting held on 30-7-65 between the representatives of the All India Federation of New India Assurance Co. Ltd., Employees' Unions and the Management (copy).

(Sd). K. SEETHARAMA RAO,
Industrial Tribunal

NOTE.—The parties are directed to take return of their document/documents within six months from the date of the award.

New Delhi, the 19th August 1971

S.O. 3238.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the Air India and Indian Airlines and their workmen, which was received by the Central Government on the 16th August, 1971.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, NEW DELHI

REFERENCE No. NIT-1 of 1970

In the matter of an industrial dispute between the employers in relation to the Air-India and the Indian Airlines and their workmen as represented by:—

- (1) Air Corporation Employees' Union, New Delhi.
- (2) Air-India Inspectors' Association, Bombay.
- (3) Air-India Staff Association, Bombay.

PRESENT:

The Hon'ble Shri M. Chandra, retired Judge, Allahabad High Court, Presiding Officer.

APPEARANCES:

For the Employers.—Shri Sohrab Vimadalal, Barrister-at-Law, with Sarvashri S. K. Wadia, Solicitor, S. K. Nanda, Chief Personnel Manager, J. Mahajan, Advocate, for Air-India.

Shri G. B. Pal, Advocate, with Sarvashri O. C. Mathur, Advocate, and N. R. Kulkarni, Industrial Relations Officer, for Indian Airlines.

For the Employees.—Shri P. K. Majumdar, with Shri V. M. Fernandes, for Air Corporation Employees' Union.

Shri H. P. Bhopathkar, for Air-India Staff Association.

Shri K. S. Mani, for Air-India Inspectors' Association.

(Application No. Misc./NIT-1/70/23 filed jointly by the Indian Airlines and the Air Corporation Employees' Union).

AWARD

PART II

This is an application filed jointly on behalf of the Indian Airlines and the Air Corporation Employees' Union (hereinafter called the 'ACEU') to the effect that they have reached a settlement with regard to the demands of the ACEU on the Indian Airlines and those of the Indian Airlines on the ACEU in respect of the categories of workmen in the existing scales of pay mentioned in Clause 1.1 of the settlement. They pray that a consent award be given by this Tribunal in terms of the settlement, a copy of which has been filed by them.

2. The brief history of the progress of proceedings in Reference No. NIT-1 of 1970 upto the beginning of April, 1971 was given in Award Part I which was published in the Government of India Gazette dated June 5, 1971 with the Labour and Employment Notification No. S.O. 2241 dated May 22, 1971. It is not necessary to repeat that part of the history of the proceedings here.

3. It may be mentioned that the relations between the Indian Airlines and their workmen continued to be far from happy even after the reference of the present dispute to this Tribunal. According to the management of the Indian Airlines, their workmen resorted to 'work to rule', 'go slow' tactics, strikes and work-stoppages and refused to work over-time which led to extensive cancellation of

flights and disruption of air services. A lock-out was declared by the management with effect from March 13, 1971. The Indian Airlines filed a statement before this Tribunal on March 15, 1971 explaining the circumstances leading to the lock-out.

4. Subsequent to the declaration of the lock-out, there were negotiations between the Indian Airlines and the ACEU, the Indian Aircraft Technicians' Association (hereinafter called the 'IATA') and also the unions of other categories of employees. As a result of these negotiations, the unions promised to assure normal uninterrupted, efficient air services and to use their influence, where necessary, to impose self-restraint and discipline on their members. The management, in turn, agreed to lift the lock-out and to assure the employees of normal working conditions.

5. An application was filed by the Indian Airlines on April 1, 1971, praying that the proceedings before the Tribunal might be adjourned *sine die* to enable the parties to carry on further bi-partite negotiations. This application was heard on the same day. It was not considered appropriate to adjourn the proceedings *sine die*. An adjournment was allowed only upto April 17, 1971 so that the evidence could start in case the parties did not file a settlement in the meantime.

6. On April 17, 1971, an application was made by the ACEU, praying for more time to carry on negotiations with the Indian Airlines. The management also filed on the same day a statement saying that they were prepared to enter into an agreement on similar terms as were embodied in the settlement of March 18, 1971, arrived at between the Air-India and the ACEU, which has been reproduced in the Award Part I. The management, however, agreed to a short adjournment being allowed for carrying on further negotiations. The case was accordingly adjourned to May 5, 1971 for final hearing.

7. On May 5, 1971, another application was moved by the ACEU, praying for a further adjournment on the ground that the bipartite negotiations had progressed considerably and that there was every possibility of a settlement being reached on all the items pending for adjudication. The case was accordingly adjourned to May 17, 1971.

8. On May 16, 1971, the ACEU and the Indian Airlines filed a joint application praying for further adjournment upto May 24, 1971 on the ground that they hoped to arrive at a settlement within the next two or three days. This application was heard on May 17, 1971 and the parties were allowed time till May 24, 1971 to file a settlement and June 18, 1971 was fixed for evidence in case no settlement was arrived at.

9. Ultimately, a settlement dated June 2, 1971, was filed on June 5, 1971, along with a joint application dated June 2, 1971, from the ACEU and the Indian Airlines (registered as Application No. Misc./NIT-1/70/23) praying for a consent award in terms of the settlement. Notice of this joint application was issued to the Air-India, the Air-India Inspectors' Association and the Air-India Staff Association permitting them to file objections, if any, on or before June 17, 1971, and the case was fixed for hearing on June 18, 1971. Nobody appeared on behalf of the Air-India Inspectors' Association and the Air-India Staff Association. The case, therefore, proceeded *ex parte* against them under Rule 22 of the Industrial Disputes (Central) Rules, 1951. The Air-India Inspectors' Association had, however, filed at Delhi on June 16, 1971, an application saying that they had no objection to a consent award being given in terms of the settlement. The Air-India's representative had no objection to an award being made in terms of the settlement between the ACEU and the Indian Airlines. The application as well as the settlement are reproduced below in full:

(APPLICATION No. Misc./NIT-1/70/23)

"BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, NEW DELHI

The Presiding Officer,
National Industrial Tribunal,
New Delhi.

REFERENCE NIT-1 OF 1970

SUB.--In the matter of Reference under Sub-section (1-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947).

Parties

Employers in relation to:

Indian Airlines

AND

Their Workmen as represented by the Air Corporations Employees' Union.

May it please, your Lordship

The parties, Indian Airlines and the workmen as represented by Air Corporations Employees' Union, respectfully submit as follows:—

1. We, Indian Airlines and Air Corporations Employees' Union, parties in the abovementioned reference, have reached a Settlement in regard to Air Corporations Employees' Union's demands on Indian Airlines and the Indian Airlines' demands on the Air Corporations Employees' Union in respect of the categories as represented by them. A copy of the Settlement is enclosed. We both pray that the Honourable Tribunal may be pleased to give the consent Award in the terms of the above Settlement.

2. In respect of all other categories covered by the above reference for whom Settlement could not be arrived at, negotiations are in progress and the Settlement, as and when reached, shall be submitted to the Honourable Tribunal for consent.

Dated at New Delhi, the 2nd day of June, 1971.

Witnesses:

For and on behalf of Indian Airlines

1. (Sd.) P. CHADHA.
2. (Sd.) KRISHAN DEV.

1. (Sd.) V. SATYAMURTI,
Financial Controller.
2. (Sd.) S. N. CHAKRAVARTY,
Personnel & Industrial Relations
Manager.

Witnesses:

*For and on behalf of Air Corporations
Employees' Union.*

1. (Sd.) S. M. SHARMA.
2. (Sd.) K. B. P. RAO.

1. (Sd.) S. K. ROY CHOWDHURY,
President.
2. (Sd.) P. K. MAJUMDAR,
General Secretary.

Name of parties—Indian Airlines and Air Corporations Employees' Union.

Representing Employers.—1. V. Satyamurti, Financial Controller.
2. S. N. Chakravarty, Personnel and Industrial Relations Manager.

Representing Workmen.—1. S. K. Roy Chowdhury, President.
2. P. K. Majumdar, General Secretary.

Whereas:

(a) the Air Corporations Employees' Union (hereinafter referred to as "the Union") submitted a Charter of Demands to Indian Airlines (hereinafter referred to as "the Management") with its letter dated the 27th May 1969, in respect of categories of workmen in grades 1 to 9 and Cabin Attendants.

(b) the Management with its letters dated the 13th September, 15th September, 23rd October, 1969 and 22nd January 1970, served on the Union a list of certain measures *inter alia* for obtaining increased efficiency and productivity and for better utilization of manpower.

(c) several meetings were held from time to time between the Management and the Union in respect of the said Charter of Demands and the said measures suggested by the Management, but no agreement could be reached between the parties.

(d) as a result the respective demands of the Union and the Management were admitted in conciliation but the conciliation proceedings ended in failure and the Conciliation Officer submitted his failure report to the Central Government.

(e) by its Order dated 2nd November, 1970, the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the matter to the National Industrial Tribunal (Reference No. NIT-1 of 1970) for adjudication in respect of the demands of the Union and the Management mentioned in the Order of Reference.

(f) after the Reference was made to the National Industrial Tribunal, the Management and the Union resumed negotiations and as a result thereof the Management and the Union have arrived at the settlement herein contained.

Now therefore it is hereby agreed and declared by and between the parties hereto as follows:—

1.1. This Settlement is only in respect of the categories of workmen in the following existing scales of pay (hereinafter referred to as 'workmen'):

- (i) Rs. 100—5—150—10—190.
- (ii) Rs. 130—5—150—10—200—15—230.
- (iii) Rs. 150—10—200—15—230.
- (iv) Rs. 150—10—200—15—245—20—285.
- (v) Rs. 200—15—245—20—345.
- (vi) Rs. 150—10—200—15—245—20—385—25—510.

and is in full and final settlement of the Union's Charter of Demands and the demands of the Union set out in the Order of Reference dated 2nd November, 1970, insofar as the same relate to the above mentioned categories of workmen.

1.2. In respect of the demands of the Union pertaining to categories not covered under this Settlement and the Management's demands in respect of such categories, no settlement has been reached.

2. Scales and Grades of Pay:

2.1. With effect from 1st March, 1971, the following modifications, in the scales of pay of the categories indicated below, shall be made:—

(a) The existing scale of pay of Rs. 150—10—200—15—230— insofar as it is applicable to the Drivers and the existing scale of pay of Rs. 200—15—245—20—345 insofar as it is applicable to Senior Drivers shall be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—345.

(b) Insofar as the workmen covered by this agreement, the existing scale of pay of Rs. 150—10—200—15—245—20—385—25—510 and the existing scale of pay of Rs. 325—20—385—25—560—40—640 shall be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—385—25—560—40—640.

2.2. Except to the extent hereinabove provided there shall be no change in the scales of pay applicable to the workmen covered by this agreement and the Union drops and gives up its demands in respect thereof.

2.3. Workmen in the existing scales of pay mentioned below who were at or above the maximum of the grade on 31st March, 1971, will be granted annual increment on the due date during the financial years 1971-72 and 1972-73 and also on 1st April, 1973, in the case of workmen whose date of increment falls due on 1st April:—

- (i) Rs. 100—5—150—10—190.
- (ii) Rs. 150—10—200—15—230 (for Loading Supervisors only).
- (iii) Rs. 130—5—150—10—200—15—230.
- (iv) Rs. 150—10—200—15—245—20—285.
- (v) Rs. 200—15—245—20—345.

Similarly such of the workmen belonging to the categories mentioned above who reached the maximum of the grade on 1st April, 1971 or who may reach the maximum on 1st October, 1971, and 1st April, 1972, will be given one increment on 1st April, 1972, 1st October, 1972 and 1st April, 1973, respectively over and above the maximum of the grade in addition to the secondary increment admissible under the Rules.

2.4. All the workmen in the scales of pay referred to in Clause 1.1 hereof shall be granted, a "Special Allowance" equivalent to 15 per cent of their emoluments which at present count as 'pay' for the purpose of the Indian Airlines Employees' Provident Fund Regulations, 1955, subject to the following minima:—

- (a) Rs. 60.00 per month in the case of workmen drawing basic pay upto Rs. 149.00 per month;
- (b) Rs. 80.00 per month in the case of workmen drawing basic pay of Rs. 150.00 and above per month.

2.5. The "Special Allowance" will be calculated on the actual 'pay' drawn at each stage of the applicable pay scale. In the case of workmen drawing secondary increments, the Special allowance will be calculated on the basis of the actual 'pay' drawn.

2.6. The "Special Allowance" referred to above shall not be taken into account for consideration, for the purpose of any other allowances or emoluments or for

any purpose whatsoever except for the purpose of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund.

2.7. The "Special Allowance" shall be paid with effect from 1st April, 1969.

2.8. The *Ad hoc* payment of Rs. 40.00 per month already made to the workmen under Staff Notice No. D. Pers/57, dated the 28th March, 1970, and further such payments which may be made hereafter shall be adjusted in their entirety against the Special Allowance payable to the workmen under this agreement, and further the *Ad hoc* payment of Rs. 40.00 per month shall be discontinued thereafter.

3. *Transport Allowance*.—With effect from 1st April, 1969, the workmen shall be granted a Transport Allowance at the following rates:—

- (a) Rs. 30.00 per month to workmen drawing basic pay upto Rs. 229.00 per month,
- (b) Rs. 35.00 per month to workmen drawing basic pay of Rs. 230.00 and above per month.

4. *Washing Allowance*.—Workmen who are provided with uniforms by the Corporation shall be paid a Washing Allowance at the revised rate of Rs. 8.00 per month with effect from 1st March, 1971.

5. *Flying Allowance*.—Workmen detailed on flying duties shall be paid a flying allowance at the revised rate of Rs. 5.00 per flying hour, with effect from 1st March, 1971.

6. *Meal Allowance*.—Workmen will be entitled to Meal Allowance at the following revised rates:—

Breakfast	..	Rs. 2.00
Lunch	..	Rs. 4.00
Tea	..	Rs. 1.50
Dinner	..	Rs. 4.00

Other conditions regarding the grant of Meal Allowance shall remain unchanged.

7. The existing employes in the scales (i) to (v) mentioned in para 1.1 above (other than those in the Engineering Department and M.T. Workshops) who have passed Matriculation/Senior Cambridge/Indian School Certificate/Higher Secondary and have rendered not less than 5 years permanent service will be placed in the revised scale of Rs. 150--640 subject to availability of vacancies.

8. *Transfer to Out stations*.—Transfers to out stations in India, Pakistan and Ceylon will not exceed three years except in difficult stations, namely, Assam, Manipur, Tripura, Siliguri and Khajuraho where such period will not exceed one year.

9. The Union hereby drops and gives up its demands pertaining to workmen covered by this agreement raised in their Charter of Demands dated 27th May, 1969 or before the National Industrial Tribunal in reference NIT-1 of 1970.

10. The Union agrees that privilege leave shall be availed of only with prior permission and on not more than three occasions in a financial year. The number of days of privilege leave on each occasion shall not be less than 5 days in the case of those working 5-day week and 6 days in the case of others. Privilege leave can also be availed of in excess of the aforementioned three occasions on grounds of self sickness alone provided the workman has already fully exhausted sick leave due to him, and provided that leave application is supported by a medical certificate from a registered medical practitioner and if the leave is in excess of two days by a certificate granted or countersigned by the Medical Officer of the Corporation. In special circumstances where privilege leave has to be availed on more than three occasions due to unforeseen circumstances other than sickness, an immediate report shall be made to the sanctioning authority and the grant of such leave shall be at the discretion of such authority.

11. The Union agrees that the workmen shall perform all duties which are incidental to their main duties.

12. The Union concedes the necessity of measures of rationalisation consistent with Tripartite Resolutions of Indian Labour Conference and the management's

right to introduce such measures so as to improve the Corporation's overall standard of efficiency to reduce costs and to step up its productivity in the large interests of the employees, Corporation and the country.

13. The Union agrees to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to its passengers and the public.

14. The Union agrees that it will fully and wholeheartedly co-operate with the Management in maintaining discipline, increasing efficiency and improving productivity.

15. The Union agrees to the withdrawal of overtime allowance/substitute time off in respect of workmen who may be detained for duty due to exigencies of Corporation's work on special holidays, such as death of a VIP.

16. The Union agrees to the discontinuation of the grant of substitute day off to the workman working in shifts detailed on overtime duty in continuation of the normal duty period when such normal duty period is followed by a rostered off-day.

17. The Union agrees to the introduction of 5-day week for non-shift workmen at such of its administrative establishments as the Management may decide from time to time. The weekly working hours on introduction of 5-day week will remain unchanged. 5-day week means that workmen in any of the establishments who are at present working full day from Monday to Friday and half day on Saturday shall hereafter work 5 full days per week from Monday to Friday. Saturday and Sunday shall be observed as weekly holidays.

18. **Shift System.**—The Corporation may revise from time to time the shift arrangements at the different bases, both in regard to the composition of the shifts as well as the shift timings, so as to meet the variations in workload. This may include the provisions of alternate night shift. Before the shift arrangements are revised, the revision will be discussed with the Union and every endeavour will be made to reach an agreed decision. In the event of no agreed decision, the matter will be referred to the Assistant General Manager for a final decision after necessary consultation with the Central Office. Shifts system need not be uniform for all departments. The shifts will be so organised as to ensure that no employee is made to work for more than 44 hours in a week subject to no employee being made to work for a spread over in excess of what is permissible under the Factories Act, 1948.

19. The Union agrees that no demand in respect of the categories of workmen mentioned in Clause 1.1 hereof which is either dropped or omitted from this Agreement involving financial commitment on the part of the Corporation will be submitted during the pendency of this Settlement.

20. Except as specified in Clauses 2, 3, 4 and 5 this Agreement shall not have any retrospective effect.

21. No payment due or made prior to the date of this Agreement on the basis of emoluments already drawn by the workmen covered by this Agreement shall be recalculated on the basis of emoluments as now increased. Similarly, no recovery shall be made from the workmen towards difference in licence fees for staff quarters occupied by them from a date prior to this Agreement coming into force.

22. **Period of Agreement.**—This Agreement will remain in force till 31st March, 1973

23. The increased salary and allowances under this Agreement will be paid from June, 1971, salary onwards and all efforts will be made to pay the arrears arising out of the implementation of this Agreement as early as possible but not later than the 30th November, 1971.

24. The parties hereto agree that they will make joint application to the National Industrial Tribunal in Reference No. NIT-1 of 1970 praying that a consent award may be passed in terms of this Settlement.

Dated this the 2nd June 1971

Witnesses:

1. (Sd.) P. CHADHA
2. (Sd.) KRISHAN DEV

1. (Sd.) V. SATYAMURTI,
Financial Controller.
2. (Sd.) S. N. CHAKRAVARTY,
Personnel & Industrial
Relations Manager.

For the Employers

1. (Sd.) S. M. SHARMA
2. (Sd.) K. B. P. RAO
3. (Sd.) J. M. KAREKAR

1. (Sd.) S. K. ROY CHOWDHURY,
President.
2. (Sd.) P. K. MAJUMDAR,
General Secretary.

For the Workmen"

10. The settlement was verified on behalf of the Indian Airlines and the ACEU. It is only in respect of categories of workmen mentioned in Clause 1.1 thereof and is in full and final settlement of the demands of the ACEU insofar as they relate to those categories of workmen only.

11. According to the settlement, the existing scales of pay of Rs. 150—10—200—15—230 and Rs. 200—15—245—20—345 applicable to the Drivers and Senior Drivers respectively, are to be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—345. Similarly, the existing scale of pay of Rs. 150—10—200—15—245—20—385—25—510 and the existing scale of pay of Rs. 325—20—385—25—560—40—640 are to be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—385—25—560—40—640. The workmen in the existing scales of pay mentioned below, who were at or above the maximum of the grade on March 31, 1971, are also to be granted annual increments on the due dates during the financial years 1971-72, 1972-73, and also on April 1, 1973 in the case of workmen whose dates of increment fall due on the 1st of April:

- (i) Rs. 100—5—150—10—190.
- (ii) Rs. 150—10—200—15—230 (for Loading Supervisors only).
- (iii) Rs. 130—5—150—10—200—15—230.
- (iv) Rs. 150—10—200—15—245—20—285.
- (v) Rs. 200—15—245—20—345.

Similarly, such of the workmen belonging to the categories mentioned above who had reached the maximum on the April 1, 1971 or who may reach the maximum on the April 1, 1971 and April 1, 1972 will be given one increment on April 1, 1972; October 1, 1972 and April 1, 1973 respectively; over and above the maximum of the grade in addition to the secondary increment admissible under the Rules. The above-mentioned inter-linking of the scales and the grant of increments to workmen who have reached or will reach the maximum of the grade, is certainly of benefit to the categories of workmen mentioned above.

12. The workmen referred to in Clause 11 are also to be granted, under the settlement, a special allowance equivalent to 15 per cent of their emoluments which at present counts as pay for the purpose of the Indian Airlines Employees' Provident Fund Regulations, 1955 subject to the following minima:

- (a) Rs. 60/- p.m. for the workmen drawing basic pay upto Rs. 149/- per month.
- (b) Rs. 80/- p.m. in the case of workmen drawing basic pay of Rs. 150/- and above per month.

The conditions are mentioned in Clause 2.5 of the settlement. The special allowance is to be calculated on the actual pay drawn at each stage of the applicable pay scale and in the case of workmen drawing secondary increments on the basis of actual pay drawn. The special allowance is not to be taken into consideration

for the purpose of any other allowances or emoluments or for any purpose whatsoever except for overtime payment, licence fee for the use of accommodation provided by the Corporation and the Provident Fund. Despite those limitations, the special allowance is of benefit to the workmen. It is to be paid with effect from April 1, 1969.

13. The Transport Allowance, the revised rates for Washing Allowance, Flying Allowance and the Meal Allowance provided for in the settlement, are also of benefit to the workmen.

14. It is also of benefit to them that the existing employees in the scales (i) to (v) in Clause 1.1 of the settlement (other than those in the Engineering Department and M.T. Workshops) who have passed Matriculation/Senior-Cambridge/Indian School Certificate/Higher Secondary and have rendered not less than 5 years permanent service, are to be placed in the scale of Rs. 150—640, subject to the availability of vacancies.

15. The provision that (i) transfers to outstations in India, Pakistan and Ceylon will not exceed three years, and (ii) that transfers to difficult stations, namely, Assam; Manipur; Tripura; Siliguri and Khajuraho are not to exceed one year, will also benefit the workmen.

16. The ACEU, on its part, has dropped and given up the demands pertaining to certain items raised in the charter of demands dated May 27, 1969 or in the statement of claims before this Tribunal. The ACEU has further agreed that privilege leave shall be availed of only with the prior permission and not on more than three occasions in a financial year. It has also been agreed that the number of days of privilege leave on each occasion shall not be less than 5 days in the case of those working 5-day week and 6 days in the case of others. In addition to the aforesaid three occasions, the privilege leave can, under the settlement, also be availed of on grounds of sickness of the person himself only provided that he has already exhausted fully the sick leave due to him and the application is supported by a medical certificate from a registered medical practitioner. If leave claimed is in excess of 2 days, it shall have to be supported by a certificate granted or counter-signed by the Medical Officer of the Corporation. In special circumstances, where privilege leave has to be availed of on more than three occasions because of unforeseen circumstances, other than sickness, an immediate report has to be made to the sanctioning authority and the grant of such leave is to be at the discretion of such authority. The workmen have also agreed to perform all duties which are incidental to their main duties.

17. The ACEU concedes, in the settlement, the necessity of measures of the rationalisation, consistent with Tripartite Resolutions of the Indian Labour Conference and the management's right to introduce such measures in order to improve the Corporation's over-all standard of efficiency, to reduce costs and to step up its productivity in the larger interests of the employees, the Corporation and the country.

18. The ACEU has further agreed to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various Sections and Departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to the passengers and the public. It has also agreed to co-operate fully and whole-heartedly, with the management in maintaining discipline, increasing efficiency and improving productivity and to the withdrawal of over-time allowance/substitute time-off in respect of workmen who may be detained for duty due to exigencies of Corporation's work on 'special' holidays such as death of a V.I.P. Discontinuation of the grant of substitute day off to the workmen working in shifts detailed on over-time duty in continuation of the normal duty period when such normal duty period is followed by a restored off-day, has also been agreed to by the ACEU.

19. All this will be helpful in achieving increased efficiency and productivity and for better utilisation of manpower. So will be the agreement of the ACEU in respect of the provisions contained in Clause 17 of the settlement regarding 5-day week and in clause 18 regarding the shift system and the recognition of the right of the Corporation to revise, from time to time, the shift arrangements at different bases in regard to the composition of shifts as well as the shift timings so as to meet the variations in the work-load. The ACEU has further agreed that no demand in respect of the categories of workmen mentioned in Clause 1.1 of the

settlement which is either dropped or omitted from the settlement, involving financial commitment on the part of the Corporation, will be submitted during the period, the settlement, is in operation. Except as specified in Clauses 2 to 3, the settlement is not to have any retrospective effect. Nor shall the payments due or made prior to the date of this settlement on the basis of emoluments already drawn by the workmen covered by this settlement be recalculated on the basis of the emoluments as now increased. Nor is any recovery to be made from the workmen towards the difference in licence fees for staff quarters occupied by them from a date prior to the coming into force of this settlement.

20. The settlement is to remain in force till March 31, 1973 and the increased salary and allowances under it are to be paid with effect from June 1971 salary onwards. All efforts are to be made to pay the arrears arising out of the implementation of this settlement as early as possible but not later than November 30, 1971.

21. This settlement too, like the one between the ACEU and the Air-India, does not resolve the entire dispute between the Indian Airlines and their workmen covered by this Reference as it leaves out of consideration the Cabin Crew and certain other categories of staff employed under the Indian Airlines. The mere fact that the settlement resolves the dispute only partly does not vitiate it in any manner. On the other hand, it is hoped and expected that because of the attitude exhibited in the settlement by both the parties, it would remove the cause of friction between them to a large extent and will be a stepping stone for further settlement or settlements resolving the dispute in respect of remaining categories covered by the Order of Reference. This settlement has not been shown to be unlawful or unjust. While this settlement benefits the workmen, their response to the demands of the Indian Airlines concerning matters mentioned above is also in the interest of the Corporation and the country as a whole. The settlement is just and fair and will benefit both the Corporation and the workmen covered by the settlement.

22. The joint Application No. Misc./NIT-1/70/23 filed by the ACEU and the Indian Airlines is, therefore, allowed and the settlement of June 2, 1971, referred to above, filed with this application is ordered to be recorded.

23. I make an Award Part II in terms of the settlement of June 2, 1971 which shall form part of the Award. In the circumstances of the case, I make no order as to costs. Let the Award be submitted to the Central Government as Award Part II.

24. Since the dispute still survives between the Air-India/Indian Airlines and their workmen in respect of certain categories not covered by the settlements of March 18, 1971 and June 2, 1971, separate award or awards in respect of the unresolved part of the dispute will follow.

NEW DELHI.

Dated July 28, 1971.

(Sd.) M. CHANDRA,

Presiding Officer,
National Industrial Tribunal.

PART OF AWARD PART II

NIT-1 OF 1970

NAME OF PARTIES:

Indian Airlines and Air Corporations Employees' Union.

Representing Employers.—1. V. Satyamurti, Financial Controller. 2. S. N. Chakravarty, Personnel & Industrial Relations Manager.

Representing Workmen.—1. S. K. Roy Chowdhury, President. 2. P. K. Majumdar, General Secretary.

Whereas:

(a) the Air Corporation Employees' Union (hereinafter referred to as "the Union") submitted a Charter of Demands to Indian Airlines (hereinafter referred to as "the Management") with its letter dated the 27th May 1969, in respect of categories of workmen in grades 1 to 9 Cabin Attendants.

(b) the Management with its letters dated the 13th September, 15th September, 23rd October, 1969 and 22nd January 1970, served on the Union a list of certain

measures *inter alia* for obtaining increased efficiency and productivity and for better utilisation of manpower;

(c) several meetings were held from time to time between the Management and the Union in respect of the said Charter of Demands and the said measures suggested by the Management, but no agreement could be reached between the parties;

(d) as a result the respective demands of the Union and the Management were admitted in conciliation but the conciliation proceedings ended in failure and the Conciliation Officer submitted his failure report to the Central Government;

(e) by its Order dated 2nd November 1970, the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the matter to the National Industrial Tribunal (Reference No. NIT-1 of 1970) for adjudication in respect of the demands of the Union and the Management mentioned in the Order of Reference;

(f) after the Reference was made to the National Industrial Tribunal, the Management and the Union resumed negotiations and as a result thereof the Management and the Union have arrived at the settlement herein contained.

Now therefore, it is hereby agreed and declared by and between the parties hereto as follows:—

1.1. This Settlement is only in respect of the categories of workmen in the following existing scales of pay (hereinafter referred to as 'workmen'):

- (i) Rs. 100—5—150—10—190.
- (ii) Rs. 130—5—150—10—200—15—230.
- (iii) Rs. 150—10—200—15—230.
- (iv) Rs. 150—10—200—15—245—20—285.
- (v) Rs. 200—15—245—20—345.
- (vi) Rs. 150—10—200—15—245—20—385—25—510.

and is in full and final settlement of the Union's Charter of Demands and the demands of the Union set out in the Order of Reference dated 2nd November, 1970, insofar as the same relate to the above mentioned categories of workmen.

1.2. In respect of the demands of the Union pertaining to categories not covered under this Settlement and the Management's demands in respect of such categories, no settlement has been reached.

2. Scales and Grades of Pay:

2.1. With effect from 1st March, 1971, the following modifications, in the scales of pay of the categories indicated below, shall be made:—

- (a) The existing scale of pay of Rs. 150—10—200—15—230 insofar as it is applicable to the Drivers and the existing scale of pay of Rs. 200—15—245—20—345 insofar as it is applicable to Senior Drivers shall be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—345.
- (b) Insofar as the workmen covered by this agreement, the existing scale of pay of Rs. 150—10—200—15—245—20—385—25—510 and the existing scale of pay of Rs. 325—20—385—25—560—40—640 shall be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—385—25—560—40—640.

2.2. Except to the extent hereinabove provided there shall be no change in the scales of pay applicable to the workmen covered by this agreement and the Union drops and gives up its demands in respect thereof.

2.3. Workmen in the existing scales of pay mentioned below who were at or above the maximum of the grade on 31st March, 1971 will be granted annual increment on the due date during the financial years 1971-72 and 1972-73 and also on 1st April, 1973 in the case of workmen whose date of increment falls due on 1st April:—

- (i) Rs. 100—5—150—10—190.
- (ii) Rs. 130—10—200—15—320 (for Loading Supervisors only).
- (iii) Rs. 130—5—150—10—200—15—230.
- (iv) Rs. 150—10—200—15—245—20—285.
- (v) Rs. 200—15—245—20—345.

Similarly such of the workmen belonging to the categories mentioned above who reached the maximum of the grade on 1st April, 1971 or who may reach the maximum on 1st October, 1971 and 1st April, 1972 will be given one increment on 1st

April 1972, 1st October, 1972 and 1st April, 1973 respectively over and above the maximum of the grade in addition to the secondary increment admissible under the Rules.

2.4. All the workmen in the scales of pay referred to in Clause 1.1. hereof shall be granted, a "Special Allowance" equivalent to 15 per cent of their emoluments which at present count as 'pay' for the purpose of the Indian Airlines Employees' Provident Fund Regulations, 1955, subject to the following minima:—

- (a) Rs. 60.00 per month in the case of workmen drawing basic pay upto Rs. 149.00 per month;
- (b) Rs. 80.00 per month in the case of workmen drawing basic pay of Rs. 150.00 and above per month.

2.5. The "Special Allowance" will be calculated on the actual 'pay' drawn at each stage of the applicable pay scale. In the case of workmen drawing secondary increments, the Special Allowance will be calculated on the basis of the actual 'pay' drawn.

2.6. The "Special Allowance" referred to above shall not be taken into account for consideration, for the purpose of any other allowances or emoluments or for any purpose whatsoever except for the purpose of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund.

2.7. The "Special Allowance" shall be paid with effect from 1st April, 1969.

2.8. The Ad-hoc payment of Rs. 40.00 per month already made to the workmen under Staff Notice No. D.Pers/57, dated the 28th March, 1970 and further such payments which may be made hereafter shall be adjusted in their entirety against the Special Allowance payable to the workmen under this agreement, and further the Ad-hoc payment of Rs. 40.00 per month shall be discontinued thereafter.

3. *Transport Allowance.*—With effect from 1st April 1969, the workmen shall be granted a Transport Allowance at the following rates:—

- (a) Rs. 30.00 per month to workmen drawing basic pay up to Rs. 229.00 per month.
- (b) Rs. 35.00 per month to workmen drawing basic pay of Rs. 230.00 and above per month.

4. *Washing Allowance.*—Workmen who are provided with uniforms by the Corporation shall be paid a Washing Allowance at the revised rate of Rs. 8.00 per month with effect from 1st March, 1971.

5. *Flying Allowance.*—Workmen detailed on flying duties shall be paid a flying allowance at the revised rate of Rs. 5.00 per flying hour, with effect from 1st March, 1971.

6. *Meal Allowance.*—Workmen will be entitled to Meal Allowance at the following revised rates:—

Breakfast	Rs. 2.00
Lunch	Rs. 4.00
Tea	Rs. 1.50
Dinner	Rs. 4.00

Other conditions regarding the grant of Meal Allowance shall remain unchanged.

7. The existing employees in the scales (i) to (v) mentioned in para 1.1 above (other than those in the Engineering Department and M.T. Workshops) who have passed Matriculation/Senior Cambridge/Indian School Certificate/Higher Secondary and have rendered not less than 5 years permanent service will be placed in the revised scale of Rs. 150—640 subject to availability of vacancies.

8. *Transfer to Outstations.*—Transfers to out stations in India, Pakistan and Ceylon will not exceed three years except in difficult Stations, namely, Assam, Manipur, Tripura, Siliguri and Khajuraho where such period will not exceed one year.

9. The Union hereby drops and gives up its demands pertaining to workmen covered by this agreement raised in their Charter of Demands dated 27th May, 1969 or before the National Industrial Tribunal in reference NIT-1 of 1970.

10. The Union agrees that privilege leave shall be availed of only with prior permission and on not more than three occasions in a financial year. The number of days of privilege leave on each occasion shall not be less than 5 days in the

case of those working 5-day week and 6 days in the case of others. Privilege leave can also be availed of in excess of the aforementioned three occasions on grounds of self sickness alone provided the workman has already fully exhausted sick leave due to him, and provided that leave application is supported by a medical certificate from a registered medical practitioner and if the leave is in excess of two days by a certificate granted or countersigned by the Medical Officer of the Corporation. In special circumstances where privilege leave has to be availed on more than three occasions due to unforeseen circumstances other than sickness, an immediate report shall be made to the functioning authority and the grant of such leave shall be at the discretion of such authority.

11. The Union agrees that the workmen shall perform all duties which are incidental to their main duties.

12. The Union concedes the necessity of measures of rationalisation consistent with Tripartite Resolutions of Indian Labour Conference and the management's right to introduce such measures so as to improve the Corporation's overall standard of efficiency to reduce costs and to step up its productivity in the larger interests of the employees, Corporation and the country.

13. The Union agrees to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to its passengers and the public.

14. The Union agrees that it will fully and whole-heartedly co-operate with the Management in maintaining discipline, increasing efficiency and improving productivity.

15. The Union agrees to the withdrawal of overtime allowance/substitute time off in respect of workmen who may be detained for duty due to exigencies of Corporation's work on special holidays, such as death of a VIP.

16. The Union agrees to the discontinuation of the grant of substitute day off to the workmen working in shifts detailed on overtime duty in continuation of the normal duty period when such normal duty period is followed by a rostered off-day.

17. The Union agrees to the introduction of 5-day week for non-shift workmen at such of its administrative establishments as the Management may decide from time to time. The weekly working hours on introduction of 5-day week will remain unchanged. 5 day week means that workmen in any of the establishment who are at present working full day from Monday to Friday and half day on Saturday shall hereafter work 5 full days per week from Monday to Friday, Saturday and Sunday shall be observed as weekly holidays.

18. *Shift System.*—The Corporation may revise from time to time the shift arrangements at the different bases, both in regard to the composition of the shifts as well as the shift timings, so as to meet the variations in workload. This may include the provisions of alternate night shift. Before the shift arrangements are revised, the revision will be discussed with the Union and every endeavour will be made to reach an agreed decision. In the event of no agreed decision, the matter will be referred to the Assistant General Manager for a final decision after necessary consultation with the Central Office. Shifts system need not be uniform for all departments. The shifts will be so organised as to ensure that no employee is made to work for more than 44 hours in a week subject to no employee being made to work for a spread over in excess of what is permissible under the Factories Act, 1948.

19. The Union agrees that no demand in respect of the categories of workmen mentioned in Clause 1.1 hereof which is either dropped or omitted from this Agreement involving financial commitment on the part of the Corporation will be submitted during the pendency of this Settlement.

20. Except as specified in Clauses 2, 3, 4 and 5 this Agreement shall not have any retrospective effect.

21. No payment due or made prior to the date of this Agreement on the basis of emoluments already drawn by the workmen covered by this Agreement shall be recalculated on the basis of emoluments as now increased. Similarly, no recovery shall be made from the workmen, towards difference in licence fees for staff quarters occupied by them from a date prior to this Agreement coming into force.

22. *Period of Agreement.*—This Agreement will remain in force till 31st March, 1973.

23. The increased salary and allowances under this Agreement will be paid from June, 1971 salary onwards and all efforts will be made to pay the arrears arising out of the implementation of this Agreement as early as possible but not later than the 30th November, 1971.

24. The parties hereto agree that they will make joint application to the National Industrial Tribunal in Reference No. NIT-1 of 1970 praying that a consent Award may be passed in terms of this Settlement.

Dated this the 2nd June, 1971.

Witnesses:

1. (Sd.) P. CHADHA.

2. (Sd.) KRISHAN DEV.

1. (Sd.) V. SATYAMURTI,
Financial Controller.

2. (Sd.) S. N. CHAKRAVARTY,
Personnel & Industrial Relations
Manager.

For the Employers

1. (Sd.) S. M. SARMA.

2. (Sd.) K. B. P. RAO.

3. (Sd.) J. M. KAREKAR.

1. (Sd.) S. K. ROY CHOWDHURY,
President.

2. (Sd.) P. K. MAJUMDAR,
General Secretary.

For the Workmen

[No. 4/82/70/LRIIL.]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 18th August 1971

S.O. 3239.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, 14 of 1947), the Central Government hereby publishes the following award of Shri O. Venkatachalam, Chief Labour Commissioner, New Delhi, arbitrator in the industrial dispute between the employers in relation to the Management of the Food Corporation of India, Visakhapatnam and their workmen which was received by the Central Government on the 26th July, 1971.

IN THE MATTER OF ARBITRATION UNDER SECTION 10-A OF THE I.D. ACT, 1947 IN THE INDUSTRIAL DISPUTE BETWEEN THE FOOD CORPORATION OF INDIA, VISAKHAPATAM PORT AND THEIR WORKMEN REPRESENT BY THE PORT KHALASIS UNION, VISAKHAPATNAM.

PRESENT:

Shri O. Venkatachalam, Chief Labour Commissioner (C) & Arbitrator.

Representing the Employer:

1. Sri M. V. Ramkrishnan, D.F.A., Food Corporation of India, Madras.

2. Sri S. G. Tekwani, SD.M., Food Corporation of India, Visakhapatnam.

Representing the Workmen:

Sri P. M. Naidu, President, Port Khalasis Union, Visakhapatnam.

AWARD

By an agreement dated 26th February, 1971, the Senior Deputy Manager (Port Operations), Food Corporation of India, Visakhapatnam, on the one hand and the President, Port Khalasis Union, Visakhapatnam, on the other, agreed between them to refer the following matter in dispute between them for my arbitration under Section 10-A of the Industrial Disputes Act, 1947:—

“Whether the demand of the Port Khalasis Union to revise the existing piece-rate and to introduce a Progressive Incentive Scheme for Dock Clearance Workers of Food Corporation of India at Visakhapatnam Port as made applicable to the Shore Handling Labour of Visakhapatnam Port Trust from 1st October, 1970 is justified? If so, what should be the wage structure, number of members of the gang.

etc. If not, what should be the new Piece-rate and Progressive Incentive Scheme for these workers having due regard to the nature of work performed by the said workers."

2. The parties further agreed that my decision as Arbitrator shall be binding on them. The Arbitration Agreement was published in the Gazette of India, Part II Section 3 Sub-Section (ii), vide Ministry of Labour & Rehabilitation's Notification No. 76/11/70-P&D dated the 17th July, 1971.

3. After calling upon the parties to submit to me the respective statements of their cases, endorsing copies to each other as well as their comments on each other's statement of the case, I took up the case for hearing at Visakhapatnam on the 15th and 16th April 1971. At this hearing, the main issue involved in the case were fully discussed and in the light of the discussions the parties were advised to work out jointly the average earnings per man-shift of the Port Trust Shore Labour on the one hand and the Dock clearance workers of the Food Corporation of India on the other during the months of August and September 1970 (before the introduction of the Port Trust Progressive Incentive Scheme) and the months of October and November 1970 (after the introduction of the Port Trust Progressive Incentive Scheme) in order to assess the comparative earnings of the Port Trust Labour and the Food Corporation of India Dock Clearance Workers. The President of the Union was also asked to furnish to me evidence of his having demanded from time to time revision of the Incentive Scheme of 1967 in order to ensure the Clearance Workers the same earnings as the Shore Labour handling similar cargo. The parties accordingly furnished the required information. Thereupon, I addressed them on 19th May, 1971 calling for the following information, the same to be ascertained and furnished jointly by both the parties:—

- (a) Lowest daily earnings of individual workers of Port S.H.L. (bag cargo) during the months of August, September, October and November, 70 separately for each month;
- (b) Highest daily earnings of individual workers of Port S.H.L. (bag cargo) during the months of August, September, October and November, 70 separately for each month;
- (c) Lowest daily earnings of individual FCI Dock workers during the months of August, September, October, and November, 70 separately for each month; and
- (d) Highest daily earnings of individual FCI Dock Workers during the months of August, September, October and November, 70 separately for each month."

Thereafter the case was taken up for further hearing at Visakhapatnam on 28th, 29th and 30th May, 1971. During this hearing the average daily earnings per head of Shore (Port Trust) workers on the one hand and FCI dock workers on the other for the months of August, September, October and November, 1970 were reviewed. The highest and lowest daily earnings per head of different gangs of workers in those sectors of employment during the same months of 1970 were also reviewed. The latter review revealed that while FCI workers had worked on all the days, there were some days of 'no work' for the shore workers of Port Trust obviously due to the absence of ships for unloading of food-grains or fertilizers.

During the above hearing, the essential differences in the handling of the relevant cargo by shore workers of Port Trust on the one hand and by the FCI workers on the other were also noted and keeping in view these differences, the appropriate manning scale (size of the Gang) for the FCI workers was examined with reference to the corresponding scale of shore workers viz: 12 + 1, on the assumption that the latter was decided upon as necessary and appropriate for the actual working. Some time was also devoted for arriving at an appropriate average increase in the Piece-rates under the existing incentive scheme by reference to the accepted assumption of piece earnings to yield atleast 25 per cent over the normal time wages for standard output and the actual piece earnings of the FCI workers during the months of August to November, 1970. In this context, the management's representatives agreed to verify and place before the Arbitrator the quantum of fixed allowances viz: D.A., H.R.A., and C.C.A. as compared to the basic wage admissible to the workers under the Wage Board's Recommendations.

The next question that came up for consideration at the above hearing was the range of actual outputs achieved by the workers in their day to day working in order to decide the range of datums and the structuring of piece-rates on a progressive scale. In order to arrive at correct conclusions on these points, the management agreed to ascertain and furnish the Arbitrator (with a copy to the

Union) the daily average out put per gang of shore workers and the FCI dock workers during the months of August to November, 1970. This information along with a copy each of the incentive schemes in vogue for the corresponding FCI workers of other Major Ports, if any, was to be furnished to the Arbitrator within a fortnight. In this context the Arbitrator asked the parties to consider and state why the limits of bag weights adopted for the shore workers of Port Trust should not be adopted for the FCI workers for working out the incentive scheme, as the same cargo is handled first by the shore workers and then by the FCI workers. They were to give their reactions on this point at the next hearing.

While going through the written statement of the Union, it was noted at the hearing that the Union has made a claim in paras 21 and 22 that the FCI workers should get the same individual piece rate earnings in a shift as that of Shore workers of Port Trust at different levels of output (as in annexure III) whenever the fork lifts are employed and in other cases when the fork lifts are not employed by the FCI workers, 50 per cent more than the piece rate earnings of the shore workers. The management was asked to consider this demand of the Union and to submit their reply to the same so as to reach the Arbitrator (with a copy to the Union) within a fortnight.

As the Union has demanded introduction of Progressive Incentive Scheme for FCI workers on the lines of the Scheme introduced for Shore Handling Labour from 1st October, 1970, the Union President was asked to give a brief note explaining how the SHL Scheme had been evolved indicating also the salient features of the Scheme. The note was to be furnished to the Arbitrator within a week, with a copy to the management.

The parties having submitted the required information, the case was taken up for further hearing at Hyderabad on the 6th and 7th July, 1971. At this hearing, the parties advanced arguments on the various aspects of the terms of reference and on what should be the broad outlines of the Progressive Incentive Scheme for the F.C.I. workers. During this hearing, I was assisted by the parties to form a general picture of the range of the levels of output within which the incentive rates should operate, the different slabs of cargo for structuring the schedule of rates, the actual incentive rates considered appropriate and just in the circumstances of the case, etc. Sometime was also devoted to the consideration of the essential conditions subject to which the schedule of incentive rates will operate. In the light of the arguments advanced by the parties and the relevant facts ascertained in the case, a tentative schedule of progressive incentive rates was worked out and handed over to the parties at this hearing with the understanding that they will scrutinise the same carefully and come up with their comments/criticism at the next hearing.

The last hearing in the case was held at Delhi on the 16th and 17th July, 1971 when the tentative schedule of rates as well as the conditions covering the same were further modified in the light of the comments and criticism offered by the parties. There was a good deal of discussion on the datum of output as well as the piece rates of wages to start with for the different types of cargo and for different shifts, etc. These aspects of the Scheme were also finalised by me in the light of the discussions. I later devoted sometime, with the assistance of the parties, to make the steps in the ladders of incentive piece rates both rational and even, as far as possible.

The relevant facts of the case which provide the background of this dispute are these. In the earlier years, the dock clearance workers handling bag cargo in the Visakhapatnam Port were employed through Clearing Agents in common with their counterparts on the shore side handling the cargo on the wharf and into the transit sheds. The shore workers were decasualised and departmentalised by the Visakhapatnam Port Trust (hereinafter referred to as "V.P.T.") much earlier than the dock clearance workers of the F.C.I. who were decasualised and departmentalised in 1965 and their terms and conditions of employment were settled between the D.G., Food and the Port Khalasis Union through a settlement dated 29th April, 1965. As regard between the parties, the strength of piece rated working gangs was determined at 21 consisting of 20 workers and a Maistry. At that time, the V.P.T. had its gang strength at 19 consisting of 18 workers and a Maistry, but consequent on the determination of gang strength by the Food Department, the V.P.T. had also to increase their strength from 19 to 21. The workers of both the V.P.T. and the Food Department were on straight piece rates of wages at that time. While the V.P.T. had piece rates depending only on the weight of the bags because of uniformity in their operations, the clearance workers of the Food Department were placed on different piece rates depending on whether the cargo was to be loaded into lorries, covered wagons, open wagons or box wagons and depending also on the weight of the bags. Some disparity also existed all the time between the earnings of V.P.T. workers and the Food

Department's workers, the former being higher than the latter to the extent of 35 per cent to 100 per cent.

Due to the persistent demand of the Port Khalasis Union, the Food Department introduced an incentive scheme from 29th September, 1967 as a result of which the workers got an increase of 15% in their incentive wages if they could exceed a datum of 2000 big bags or 2800 small bags in a shift of 8 hours. Although these datums were considered by the workers to be on the high side as compared to the prevailing datums in Port Trusts and Dock Labour Boards at other major Ports, there was a saving clause to the effect that if the datums are not reached for reasons beyond the control of the workmen, they would be paid the minimum incentive wages. After the introduction of the incentive scheme for dock clearance workers, the disparity between their earnings and those of the V.P.T. shore workers was slightly narrowed down. The incentive scheme was meant to be reviewed after a period of 6 months, but it was not done till date in spite of the repeated efforts of the Port Khalasis Union to that end. A year after the introduction of the incentive scheme by the Food Department, the dock clearance workers of that Department were taken over by the F.C.I. w.e.f. 16th December, 1968 on the then existing terms and conditions of employment as per an agreement with the Union.

The V.P.T. having introduced fork lifts for carrying bag cargo from the wharf to the transit sheds w.e.f. 4th December, 1969, the manual handling of cargo by their workers was completely eliminated. The V.P.T. therefore reduced their gang strength from 20+1 to 12+1 and worked out their piece rate earnings by multiplying the actual earnings on the existing piece rates by 13/21, the same being shared by 13 workers. The remaining fraction viz. 8/21 of the actual earnings was intended to cover the cost of maintenance and operation of the fork lifts. Due to a demand from the Port Khalasis Union for introduction of fork lifts in the clearance operations of the F.C.I., the latter agreed to supply fork lifts by hiring them from the Port Trust, and hence reduced the gang strength from 20+1 to 18+1 w.e.f. 18th December 1969. The agreement between the F.C.I. and the Union under which this arrangement was made also provided for the actual piece rate earnings under the incentive scheme to be multiplied by 16/21 and the resultant amount shared equally by the 19 workers. But whenever fork lifts are not available or utilised by the F.C.I. workers, the entire piece rate earnings are shared by the 19 workers. The management of F.C.I. have maintained throughout the hearings in this case that due to the hiring charges and special levy for using the fork lifts during nights and on holidays, the introduction of fork lifts has considerably increased their operational costs.

With the implementation of the wage board's recommendations for port and dock workers from 1st January, 1969, there has been a substantial increase in the total emoluments at these workers. Subsequently, the V.P.T. replaced their piece-rate scheme by a limited progressive incentive scheme from 1st October, 1970. Under this Scheme, the old piece rates were increased initially by 28% and then an element of incentive was introduced by a progressive increase of rates ranging from 20 per cent to 14.3 per cent for every 2000 bags of higher output. Consequently, the Port Khalasis Union demanded a similar progressive incentive scheme to replace the existing ordinary incentive scheme, and following prolonged negotiations between the Union and the F.C.I. at different levels, the latter announced on 17th November, 1970 a progressive incentive scheme for their dock clearance workers (Annexure I—hereafter referred to as the November Scheme). As this Scheme was not acceptable to the Union, the workers went on a prolonged strike for 45 days from 12th December, 1970. As a result of prolonged negotiations between the parties during the pendency of the strike, they arrived at a settlement on 26th February, 1971 for my arbitration on the main issue of introduction of a progressive incentive Scheme for the F.C.I. workers on the lines of a similar Scheme already introduced for the V.P.T. workers from 1st October, 1970. Following this settlement, the strike was called off and normal work was resumed from 25th January, 1971.

The strength of gangs of Port Trust Shore workers handling bag cargo in Visakhapatnam Port was determined after introduction of fork lifts at 12+1=13. These workers unslung the bag cargo being discharged on the wharf (35 feet wide), lift the bags and place them on the pallet of the fork lift. They also receive and stack the cargo in transit sheds. For these operations they are allowed at the rate of six men on the wharf and six men in the shed with one maistry to supervise their work. In the case of F.C.I. workers, they either lift and carry the bag cargo and stack them on the lorries at the wharf or at the gate of the transit sheds. In the latter case no fork lifts are provided by the management. Alternatively, they unstack the bags in the transit shed and load them into the wagons placed along the platform (12 feet wide). In this latter case if

the cargo is to be shifted from the nearest compartment of the shed to the platform, they carry the bags manually and load them into the wagons directly, but beyond the first compartment of the shed, the cargo is handled by the workers with the help of fork-lifts. Here again, in case of covered wagons, which is far too often the case, the cargo is placed by fork lifts on the platform wherefrom it is lifted, married and stacked in the wagons manually by the workers, but whenever open box wagons are available (which is also quite often the case), the fork lifts take the cargo into the wagons direct, and thereafter the cargo is handled by the workers in three sets of two men each, one set removing the cargo from the pallet and handing it over to the other two sets of workers, one on either side of the wagon. Considering the various operations involved for the F.C.I. workers, the minimum number of workmen required would be 8 for unstacking and placing the cargo on the pallets in the shed; 8 for lifting and carrying the cargo manually into covered wagon and 2 for stacking the cargo inside the said wagon—making a total of 18 men in addition to a malistry. This number would also be required when the cargo is loaded into the covered wagons from the nearest compartment of the shed. Where, however, the cargo is loaded into open box wagons, while 8 men would be required for unstacking and placing the cargo on the pallets; 6 more will be required for handling the cargo and stacking it in the box wagons—making a total of 14 men. The proportion of cargo despatched through covered wagons and box wagons being roughly 2:1, and allowing for an additional two or three men where cargo is loaded entirely by manual labour from the first compartment of the shed, the optimum strength of each gang should be 17+1=18 instead of 19 as at present and 21 as before the introduction of forklifts.

The minimum wage of a dock worker under the Wage Board Recommendations consists of basic wage, DA, HRA and CCA. The F.C.I. workers being governed by the Piece Rate Scheme, they are entitled to the piece work earnings corresponding to the basic wage, together with the fixed elements of DA, HRA and CCA. As my Award is to be operative from 25th January, 1971 under the agreement reached on 26th February, 1971 between the management of F.C.I. and the Port Khalasis Union, it would be reasonable to take the basic minimum wage as on 1st January, 1971 admissible under the Wage Board's Recommendations. This wage is Rs. 5.12 per day. A study of the average piece rate earnings of the shore handling labour of Port Trust on the one hand and the F.C.I. dock workers on the other during the two months of August and September, 1970 (immediately before the introduction of the Piece Rate Incentive Scheme for the V.P.T. Shore workers) and for the two months of October and November 1970 (immediately after that date) gave the following figures.

	Aug. & Sept. 1970		Oct. & Nov. 1970	
Port Trust Shore Workers	10.08	8.88	14.60	13.90
F.C.I. dock clearance Workers	5.00	5.35	5.12	5.39

From the above figures it will be seen that while the average earnings of Port Trust shore handling labour had increased by almost 50 per cent on account of introduction of the piece rate incentive scheme for them from 1st October, 1970, the average individual earnings of F.C.I. dock workers had remained practically the same. This factual finding lends support to the Union's demand for the upward revision of the piece rate scheme for the F.C.I. workers.

The President of the Port Khalasis Union contended throughout that the F.C.I. workers should earn the same wages as the V.P.T. shore workers and as such the V.P.T.'s Progressive Incentive Scheme for its shore workers should be extended to the F.C.I. workers. The representatives of the F.C.I. management, while conceding that the V.P.T. Progressive Incentive Scheme is more liberal and would yield higher wages to the workers than their own November, scheme, argued that the incentive rates of the V.P.T. Scheme cannot be adopted for their workers for the following reasons:—

- (1) As a result of the negotiations between the F.C.I. management and the Port Khalasis Union during November 1970, the management granted a number of other benefits such as increase in the number of minimum guaranteed shifts, increase in the attendance allowance,

liberalisation of leave and holidays etc. which imposed such additional financial liabilities on the Corporation that the adoption of V.P.T. Incentive Scheme would seriously jeopardise the Corporation's financial position.

- (2) The nature of work done by the V.P.T. shore workers being different from that of the F.C.I. workers, there has always been a disparity between the piece rates and earnings of the Port Trust labour and those of the F.C.I. workers and it is not possible to equalise their piece rates and earnings.
- (3) The adoption of V.P.T. rates would have wide repercussions on the Corporation's other unit at Visakhapatnam as well as those at other Ports in the country, particularly as the Corporation cannot increase the prices of **foddergrains or fertilizers** consequent on the increase in their handling charges. If the handling charges at Visakhapatnam are unduly pushed up, the Corporation would be obliged to divert the cargo to other Ports where it would be cheaper to handle the same.
- (4) The gang strengths of the V.P.T. and of the Corporation are different due to the introduction of fork lifts, and the adoption of Port Trust rates by the F.C.I. without adopting the same gang strength would result in financial loss to the Corporation.
- (5) While making specific recommendations on the basic minimum wages and allowances of the various categories of workers, the Central Wage Board for Port & Dock Workers recommended that the existing piece rate schemes should continue till they are revised by mutual agreement between the parties or by a competent authority and that the question of extension of incentive schemes to workers not covered at present should also be considered. These recommendations of the Wage Board were duly implemented by the F.C.I. by entering into direct negotiations with the Union resulting in their November Scheme which in their view was fair and would benefit the workers substantially.

After careful consideration of the contentions of the President of the Union and the representatives of the Management, I have come to the conclusion that it would not be advisable or practicable to adopt *in toto* the Progressive Incentive Scheme of the V.P.T. shore workers of the F.C.I. workers and that any such adoption would ultimately prove detrimental to the interests of the workers by affecting the employment potential. I accordingly answer the earlier part of the term of reference in the negative. At the same time the November Scheme of the F.C.I. does not adequately meet the needs and expectations of the workers and the present gulf between the earnings of the V.P.T. workers and the F.C.I. workers needs to be substantially bridged by ensuring higher earnings for the F.C.I. workers than at present. I have therefore worked out an alternative incentive scheme for the F.C.I. workers which would provide greater incentive than under the V.P.T. Scheme and would at the same time meet the special requirements of the Corporation's working in the Port.

The alternative scheme proposed by me would cover the following three categories of cargo:—

- (i) Bags of wheat and fertilizers weighing upto 65 kgs. (small bags).
- (ii) Bags of wheat and fertilizers weighing over 65 kgs. (big bags).
- (iii) Gunny/jute-twice bales (62 rolls of twine or 300 pieces of gunnies in each bale).

As the incentive wage structure for the gunny/jute-twice bales under the November Scheme of the F.C.I. is more favourable to the workers than the corresponding incentive wage structure under the V.P.T. Scheme, I have decided to adopt the F.C.I. incentive wage structure in respect of the bale cargo. In order to provide better incentive for the workers and at the same time avoid their over-working, I have slightly lowered the datums for different cargoes as visualised in the November Scheme and brought down the upper limits of the incentive ladder. I have, however, retained the slabs of 100 bags each in the incentive ladder of the November Scheme, as against the slabs of 600 big bags and 1000 small bags each of the V.P.T. Scheme. I have also retained the division of bag cargo as under the November Scheme into two groups, *viz.* those upto 65 kgs. and those over 65 kgs. As most of the fertilizer bags handled by the F.C.I. weigh about 50 kg. each they fall within the former group as also the gift parcels (weighing from 20 to 50 kgs. each) which the F.C.I. handles occasionally. Most of the wheat bags handled by the F.C.I. weigh about 75 to 95 kgs. each, and as

such they fall within the latter group for purposes of the Incentive Scheme. For the purpose of working out the incentive rate structure, the incentive rates of VPT Scheme have been converted into appropriate rates for the different slabs under the November Scheme and thereafter the mean of the converted rates and the corresponding rates of the November Scheme were adopted for the purpose of my Scheme in so far as big bags are concerned. As the application of this formula in respect of small bags would yield unduly liberal earnings (about 30% over the present level of earnings) and would impose undue strain on the finances of the Corporation whose future imports would consist mostly of small bags of fertilizers, I have taken the mean of the converted rates and the prevailing F.C.I. rates for small bags in my Scheme. As already explained by me, the revised strength of the F.C.I. gang will be $17+1=18$ instead of 19 as at present or 21 before the introduction of fork lifts in this Port. From the submissions made by the parties it appears that on the introduction of the fork lifts, the management desired to reduce the gang strength from 21 to 16 but as a compromise the parties arrived at 19 as the gang strength for the time being. Consequently on the further reduction I am making, I direct that whenever fork lifts are engaged throughout a shift, the 18 workers in the gang would share 16/20 (instead of 16/21 as at present) of the gang's earnings in that shift under the awarded Incentive Scheme. The Scheme I am now awarding is at Annexure II.

The schedule of rates in the Progressive Incentive Scheme which I am now awarding will be governed by the following conditions:—

- (i) The above rates apply when loading/unloading is into/from covered wagons/lorries/transport vehicles. The following extra amount per 100 bags are payable for open and box wagons:—

(a) Over 65 kg. bags	}	Rs. 2 extra for open wagons
	}	Rs. 4 extra for box wagons
(b) Upto 65 kg. bag.	}	Rs. 1.20 extra for open wagons
	}	Rs. 2.40 extra for box wagons.
- (ii) Whenever fork lifts are engaged throughout a shift, the workers in the gang would share 16/20 of the gang's earnings in that shift.
- (iii) If output reaches any of the levels in the schedule, the entire output will be paid for at the rate indicated against that level.
- (iv) The cargo is handled normally in the first and second shifts but gunny/jute twines bales are handled also in the third shift for supply to bulk vessels. In case any bag cargo is handled in the third shift, the appropriate rate for second shift will apply to such cargo.
- (v) The above rates include the following services:—
 - (a) Loading/unloading of bagged foodgrains/fertilizers into/from lorries/trucks/transport vehicles at wharf/transit sheds/warehouses in the port area including destacking/stacking the bags as directed.
 - (b) Loading/unloading of bagged foodgrains/fertilisers into/from wagons at wharf/transit sheds/warehouses in the port area including destacking/stacking of bags, cleaning of wagons and covering with tarpaulins and lashing with ropes where necessary as directed.
 - (c) Loading/unloading of gunny bales into/from wagons/lorries/trucks/transport vehicles at wharf/transit sheds/gunny storage godowns or removing bales from transit sheds to alongside vessels on the same shed or *vice versa*.

This is my award which shall come into force retrospectively from 25th January 1971 in terms of the agreement dated 26th February 1971 between the Port Khalasis Union and the Management of the Food Corporation of India. I direct that the arrears of wages due to the workers under this Award shall be paid to them before the end of September 1971.

Before I conclude, I must offer my thanks to the president of the Port Khalasis Union, Shri P. M. Naidu and the officials of the Food Corporation of India, S/Shri M. V. Ramakrishnan, S. G. Tekwani, O. M. Natarajan and T. V. N. Reddy who assisted me a great deal in the preparation of various Tables and in making the calculations therefor in my search for a fair and equitable rate structure of the Progressive Incentive Scheme for the F.C.I. workers.

New Delhi, the 24th July, 1971.

(Sd.) O. VENKATACHALAM.
Chief Labour Commissioner (Central)
& Arbitrator.

ANNEXURE I

Progressive Incentive Scheme proposed in November, 1970 by the Food Corporation of India for their Dock Clearance Workers in Visakhapatnam Port.

	Food grains over 65 Kgs		Fertilisers over 65 Kgs		Foodgrains below 65 Kgs.		Fertilisers below 65 Kgs		Gunny Bales			
									I shift		II & III shifts	
	I shift	II shift	I Shift	II shift	I shift	II shift	I shift	II shift	Bales	Rate	Bales	Rate
	Rs. P.	Rs. Ps	Rs. Ps	Rs. Ps	Rs. Ps	Rs. Ps	Rs. Ps	Rs. Ps		Rs. Ps		Rs. Ps
Upto 800	8.15	8.15	8.15	8.15					Upto 60	0.60	Upto 60	0.60
Upto 900	8.15	8.15	8.15	8.15					Upto 100	0.65	Upto 90	0.65
Upto 1000	8.25	8.30	8.25	8.25								
Upto 1100	8.35	8.40	8.35	8.35					Upto 150	0.70	Upto 120	0.70
Upto 1200	8.45	8.50	8.45	8.55					Upto 200	0.75	Upto 160	0.75
									Upto 250	0.80	Upto 200	0.80
									and above		and above	
Upto 1300	8.55	8.65	8.55	8.75								
Upto 1400	8.65	8.80	8.70	8.95								
Upto 1500	8.75	8.95	8.85	9.15								
Upto 1600	8.85	9.10	9.00	9.35	5.45	5.45	5.45	5.45				
Upto 1700	8.85	9.25	9.15	9.55	5.45	5.45	5.45	5.45				
Upto 1800	9.05	8.35	9.30	9.65	5.50	5.50	6.50	5.50				
Upto 1900	9.15	9.45	9.40	9.75	6.50	5.55	5.55	5.55				
Upto 2000	9.25	9.55	9.55	9.85	5.85	5.60	6.60	5.65				
Upto 2100	9.35	9.65	9.65	9.95	5.55	5.65	5.65	5.75				
Upto 2200	9.45	9.75	9.75	10.05	5.60	5.70	5.70	5.85				
Upto 2300	9.55	9.85	9.85	10.15	5.60	5.75	5.75	5.95				
Upto 2400	9.65	9.95	9.95	10.25	5.65	5.85	5.80	6.05				
Upto 2500					5.65	5.90	5.85	6.10				
Upto 2600					5.70	5.95	5.90	6.15				
Upto 2700					5.75	6.00	5.95	6.20				
Upto 2800					5.80	6.05	6.00	6.25				
Upto 2900					5.85	6.10	6.05	6.30				
Upto 3000					5.90	6.15	6.10	6.35				
Upto 3100					5.95	6.20	6.15	6.40				
Upto 3200					6.00	6.25	6.20	6.45				
Upto 3300 and above					6.05	6.30	6.25	6.50				

NOTE:—1. The above rates apply when loading/unloading is into from covered wagons/lorries/transport vehicles. The following extra amount 100 bags are payable for open and box wagons:—

- | | |
|-----------------------|---|
| (a) over—65 kg bags. | Rs. 2/- extra for open wagons.
Rs. 4/- extra for box wagons. |
| (b) below—65 kg bags. | Rs. 1.20 extra for open wagons.
Rs. 2.40 extra for box wagons. |

2. When forklifts are engaged, the existing arrangements of paying 16 21 of the gang's normal wages (as shown above) will continue.
3. If output reaches any of the above levels, the entire output will be paid for at the rate indicated against that level.
4. Handling of bags is normally done only in I & II shifts, while gunny bales are handled even in the III shift, for supply to bulk vessels. In case any handling of bags occur in III shift, the rate for II shift will apply.
5. The above rates include the following services:—
 - (a) Loading/Unloading of bagged foodgrains/fertilisers into/from lorries trucks/transport vehicles at wharf/transit sheds/warehouses in the port area including destacking/stacking the bags as directed.
 - (b) Loading/Unloading of bagged foodgrains/fertilisers into/from wagons at Wharf/transit sheds/warehouses in the port area including destacking/stacking of bags clearing of wagons.
 - (b) cleaning of wagons and covering with tarpaulins and lashing with ropes where necessary as directed.
 - (c) Loading/Unloading of Gunny bales into/from wagons/lorries/trucks/transport vehicles at wharf/transit shed, gunny storage godowns or removing bales from transit sheds to alongside vessels on the same shed or *vice versa*.

ANNEXURE II

PROGRESSIVE INCENTIVE SCHEME AWARDED BY THE ARBITRATOR FOR THE F.C.I. DOCK CLEARANCE WORKERS IN VISAKHAPATNAM PORT

No. of bags	Foodgrains over 65 Kgs.		Fertilizers over 65 Kgs.		No. of bags	Foodgrains up to 65 Kgs.		Fertilizers up to 65 Kgs.		Gunny & Jute-twine bales I shift II & III shifts	
	I shift per 100 bags	II shift per 100 bags	I shift per 100 bags	II shift per 100 bags		I shift per 100 bags	II shift per 100 bags	I shift per 100 bags	II shift per 100 bags	Bales Rate	Bales Rate
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
Up to 700	8.68	8.68	8.68	8.68						Up to 60	0.60
" 800	8.78	8.79	8.79	8.80						Up to 100	0.65
" 900	8.88	8.90	8.90	8.92						" 150	0.70
" 1000	8.98	9.01	9.01	9.04						" 200	0.75
" 1100	9.08	9.12	9.12	9.16	Upto 1100	6.29	6.29	6.30	6.30	" 250 & above	0.80
" 1200	9.18	9.23	9.23	9.28	" 1200	6.33	6.34	6.35	6.35		
" 1300	9.28	9.34	9.34	9.40	" 1300	6.37	6.38	6.39	6.39		
" 1400	9.38	9.45	9.45	9.52	" 1400	6.41	6.43	6.44	6.44		
" 1500	9.48	9.56	9.56	9.64	" 1500	6.45	6.47	6.48	6.49		
" 1600	9.58	9.67	9.67	9.76	" 1600	6.49	6.52	6.53	6.54		
" 1700	9.68	9.78	9.78	9.88	" 1700	6.53	6.56	6.57	6.59		
" 1800	9.78	9.88	9.89	10.00	" 1800	6.67	6.61	6.62	6.64		
" 1900	9.88	10.00	10.00	10.12	" 1900	6.61	6.65	6.66	6.69		
" 2000	9.98	10.11	10.11	10.24	" 2000	6.65	6.70	6.71	6.74		
" 2100	10.08	10.22	10.22	10.36	" 2100	6.69	6.74	6.75	6.79		
" 2200	10.18	10.33	10.33	10.48	" 2200	6.73	6.79	6.80	6.84		
" 2300	10.28	10.44	10.44	10.60	" 2300	6.77	6.83	6.84	6.89		
" 2400	10.38	10.55	10.55	10.72	" 2400	6.81	6.88	6.89	6.94		
" & above					" 2500	6.85	6.92	6.93	6.99		
					" 2600	6.89	6.97	6.98	7.04		
					" 2700	6.93	7.01	7.02	7.08		
					" 2800	6.97	7.05	7.07	7.13		
					" 2900	7.01	7.10	7.11	7.18		
					" 3000	7.05	7.15	7.16	7.23		
					" 3100	7.09	7.19	7.20	7.28		
					Upto 3200 & above	7.13	7.24	7.25	7.33		

NOTE:— (i) The above rates apply when loading/unloading is into/from covered wagons/lorries/transport vehicles. The following extra amount per 100 bags are payable for open and box wagons:—

(i) Over 65 kg bags

{ Rs. 2/- extra for open wagons
{ Rs. 4/- extra for box wagons

(b) Up to 65 Kg gbags.

{ Rs. 1.20 extra for open wagons
{ Rs. 2.40 extra for box wagons

- (ii) Whenever fork lifts are engaged throughout a shift, the workers in the gang would share 16/12 of the gang's earnings in that shift.
- (iii) If output reaches any of the levels in the above schedule, the entire output will be paid for at the rate indicated against that level.
- (iv) The cargo is handled normally in the first and second shifts but gunny/jute twine bales are handled also in the third shift for supply to bulk vessels. In case any bagscargo is handled in the third shift, the appropriate rate for second shift will apply to such cargo.
- (v) The above rates include the following services:—
 - (a) Loading/unloading of bagged foodgrains/fertilizers into/from lorries/trucks/transport vehicles at wharf/transit sheds/ware houses in the port area including destacking/stacking the bags as directed.
 - (b) Loading/unloading of bagged foodgrains/fertilizers into/from wagons at wharf transit sheds/ware houses in the port area including destacking/stacking of bags, cleaning of wagons and covering with tarpaulins and lashing with ropes where necessary as directed.
 - (c) Loading/unloading of gunny bales into from wagons lorries trucks transport vehicles at wharf transit sheds/gunny storage godowns to removing bales from transit sheds to alongside vessels on the same shed or vice versa.

Sd/-

(O. Venkatacharam).

[Chief Labour Commissioner (Central)]

[No 16/11/70-P&D.]

New Delhi, the 13th August 1971

S.O. 3240.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Calcutta Port Commissioners, Calcutta and their workmen, which was received by the Central Government on the 28th July, 1971.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
DHANBAD**

In the matter of a reference under section 10(2) of the Industrial Disputes Act, 1947.

REFERENCE NO. 61 OF 1968

PARTIES:

Employers in relation to the Calcutta Port Commissioners, Calcutta.

AND

Their Workmen.

represented by the Calcutta Port Shramik Union, Calcutta.

PRESENT:

Shri A. C. Sen, Presiding Officer.

APPEARANCES:

For the Employers.—Shri G. V. Karlekar, Labour Adviser.

For the Workmen.—Shri Makhan Chatterjee, General Secretary.

STATE: West Bengal.

INDUSTRY: Port.

Dhanbad, dated the 21st July, 1971

AWARD

By an order No. [28(52)/68-LR.II] dated New Delhi, the 15th July, 1968, the following question of law was referred to this Tribunal by the Central Government under section 10(2) of the Industrial Disputes Act, 1947: "Whether in the context of an assurance stated to have been given by the Port Administration to the Calcutta Port Shramik Union regarding service conditions of the crew of the Commissioners' Pilot Vessels "Sagar" and "Samudra", the Port Commissioners were justified in prescribing the following working hours for the above crew, namely:—

"(i) From 6 A.M. to 4 P.M. (with recesses from 9 A.M. to 10 A.M. and 1 P.M. to 2 P.M.) on week days.

(ii) From 6 A.M. to 1 P.M. (with recess from 9 A.M. to 10 A.M.) on Saturdays.

(iii) From 6 A.M. to 9 A.M. on Sundays.

If not, what relief should be provided?"

2. To appreciate the points of difference between the parties it is necessary to state a few facts. The Commissioners of the Port of Calcutta own two pilot vessels known as P. V. 'Sagar' and P. V. 'Samudra' which replaced their old Pilot Vessels known as P. V. 'Bengal' and P. V. 'Hooghly'.

3. According to the workmen, when the new Pilot Vessels arrived in the Port for replacing the old ones, the Commissioners decided to reduce the strength of the crew of the vessels. Their further case is that as the union objected to such reduction, a Committee was set up by the Commissioners to go into the question of determination of the strength of the crew of the new Pilot Vessels.

4. It appears from paragraph 3 of the written statement submitted by the workmen that no unanimous decision could be reached by the Committee on the subject, that further negotiation was held between the union and the Calcutta Port Commissioners represented by their Deputy Chairman and that an agreement was finally reached on the 8th September, 1964.

5. The said agreement has been embodied in annexure 'A' to the written statement filed by the workmen. The relevant portion of annexure 'A' runs thus: "To allay the fear of the Union, the Deputy Chairman stated that it was not the intention to alter adversely the work-load of the men particularly in relation to maintenance work and that the normal practice in this regard would be followed. In this context it was agreed that proper records of the work performed by the men would be kept for the purpose of the review".

6. The grievance of the workmen is that the hours of work were changed in violation of the aforesaid agreement wherein assurance was given by the Deputy Chairman that the workload of the men would not be altered adversely and that the past practice in regard to the matter and particularly about the maintenance work would continue.

7. According to paragraph 6 of the written statement filed by the workmen, the hours of work were changed at Sandheads sometime in May, 1965. As a result of such change the following hours of work were introduced in May, 1965:

- (i) From 6 A.M. to 4 P.M. (with recess from 9 A.M. to 10 A.M. and 1 P.M. to 2 P.M. on week days.
- (ii) From 6 A.M. to 1 P.M. (with recess from 9 A.M. to 10 A.M.) on Saturdays.
- (iii) From 6 A.M. to 9 A.M. on Sundays.

According to the workmen the hours noted above are in violation of the agreement contained in annexure 'A' to their written statement.

8. The Commissioners admit that to allay the fear of the Union, the Deputy Chairman assured at the meeting held on 8th September, 1964 that it was not the intention to alter adversely the work-load of the men particularly in relation to maintenance work and that the normal practice in this regard would be followed. There is really no dispute between the parties as to the assurance given by the Dy. Chairman in relation to maintenance work in the said two Pilot Vessels.

9. From the submission made on behalf of the workmen at the hearing, it appears that the workmen do not really object to the hours of work fixed in May, 1965; what they object to is a strict enforcement of the aforesaid hours of work. According to them, the Captains of the Pilot Vessels had always in the past made concessions in respect of the hours of work so far as the maintenance work was concerned. If the duties with regard to maintenance of work were finished before 4 P.M. on week days and before 1 P.M. on Saturdays and before 9 A.M. on Sundays, the workmen of the Pilot Vessels were let off earlier. According to them the Captain of the Vessels has always to exercise his discretion in making concession in respect of working hours so far as maintenance work is concerned. They want that this discretion on the part of the Captain should not be interfered with by the Port Authorities.

10. Mr. Karlekar appearing on behalf of the Port Commissioners submitted that the Port Authorities had no intention of interfering in future with the discretion of the Captain of the Pilot Vessels to let off workers earlier than the expiry of the scheduled hours of work as and when necessary. It therefore appears that the parties are almost agreed as to the nature of the award that should be given in the present case.

11. I accordingly make the following award: "Normal working hours as mentioned in the schedule to the order of reference should continue subject to such concessions in working hours as may be made by the Captains of the Pilot Vessels with regard to maintenance work as they have been doing upto now.

12. This is my award. Let a copy of this award be forwarded to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) A. C. SEN,
Presiding Officer.

[No. 28/52/68-LR.III/P & D.]

O. P. TALWAR, Dy. Secy.

MINISTRY OF HEALTH AND FAMILY PLANNING**(Department of Health)***New Delhi, the 3rd August 1971*

S.O. 3241.—Whereas in pursuance of the provisions of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), Dr. S. L. Agarwal, MBBS; MD; FAMS; Dean, MGM, Medical College, Indore, has been elected by the University of Indore as a member of the Medical Council of India with effect from the 20th March, 1971, vice Dr. J. N. Pohowalla who has ceased to be a member under sub-section (3) of section 7 of the said Act;

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Health No. 5-13/59-MPT, dated the 9th January, 1960, namely:—

In the said notification, under the heading "Elected under clause (b) of sub-section (1) of section 3", for the entry against serial No. 33, the following entry shall be substituted, namely:—

"Dr. S. L. Agarwal, M.B.B.S.; M.D.; F.A.M.S.; Dean,
M.G.M. Medical College, Indore.

Indore University."

[No. F. 4-7/71-M.P.T.]

P. C. ARORA, Under Secy

स्वास्थ्य और परिवार नियोजन मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 3 अगस्त, 1971.

एस० ओ० 3241—यतः भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (ख) के उपबन्धों का अनुसरण करते हुए इन्दौर विश्वविद्यालय में डा० जे० एन० पोहोवाला जो उक्त अधिनियम की धारा 7 की उपधारा (3) के अधीन अब सदस्य नहीं रहे, के स्थान पर एम० जी० एम० मेडिकल कालेज, इन्दौर के डीन डा० एस० एल० अग्रवाल, एम० बी० बी० एस०, एम० डी०, एफ० ए० एम० एस० को 20 मार्च 1971 से भारतीय चिकित्सा परिषद् का सदस्य निर्वाचित कर दिया है।

अतः, अब, उपर्युक्त अधिनियम की धारा (3) की उपधारा (1) का अनुसरण करते हुए केन्द्रीय सरकार एतद्वारा भूतपूर्व स्वास्थ्य मंत्रालय की अधिसूचना संख्या 5-13/59-एम० पी० टी० दिनांक 9 जनवरी, 1960 में और आगे निम्नलिखित संशोधन करती है; अर्थात्—

उक्त अधिसूचना में, "धारा 3 की उपधारा (1) के खण्ड (ख) के अन्तर्गत निर्वाचित" शीर्षक में प्रविष्टि संख्या 33 के स्थान पर निम्नलिखित प्रविष्टि रख ली जाए; अर्थात्,

"डा० एस० एल० अग्रवाल,

एम० बी० बी० एस०, एम० डी०, एफ० ए० एम० एस०,

डीन, एम० जी० एम० मेडिकल कालेज, इन्दौर विश्वविद्यालय"

[सं० प० 4-7/71-एम० पी० टी०]

प्रकाश चन्द्र अरोरा, अवर सचिव।

CENTRAL BOARD OF EXCISE AND CUSTOMS

CUSTOMS

New Delhi, the 28th August 1971

S.O. 3242.—In exercise of the powers conferred by section 157, read with section 46, of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby makes the following regulations, namely:—

1. **Short title.**—These regulations may be called the Bill of Entry Regulations, 1971.

2. **Form of bill of entry.**—The bill of entry to be presented by an importer of any goods for home consumption, for warehousing, and for ex-bond clearance for home consumption, shall be in the Form specified in Annexure I, Annexure II and Annexure III respectively.

Explanation.—For the purposes of these regulations, the expression “goods” does not include those goods which are intended for transit or transshipment.

ANNEXURE-I

ORIGINAL

BILL OF ENTRY FOR HOME CONSUMPTION

(See regulation 2).

Stamp for prior entry	Import Depart - ment Serial No. Date	Vessel's Name	Rotation No. Year Line No.	Country of origin and Country of consignment if different	Bill of Lading No. and Date	Importer's name and address																																									
<table border="1"> <thead> <tr> <th colspan="2">Packages</th> <th>Quantity</th> <th>Description and Code No (Give details of each separately)</th> <th>Value/ Tariff Value. (Rs.)</th> <th colspan="3">Duty</th> <th colspan="3">Additional duty equal to excise duty</th> <th>Total Duty</th> </tr> <tr> <th>Number and Des- cription</th> <th>Marks and Number</th> <th></th> <th></th> <th>(Rs.)</th> <th>I.C.T. Items No.</th> <th>Rate including specia duty.</th> <th>Amount (Rs.)</th> <th>Value (Rs.)</th> <th>Rate</th> <th>Amonut. (Rs.)</th> <th>Column 8 Plus- Column 11 (Rs)</th> </tr> <tr> <th>1</th> <th>2</th> <th>3</th> <th>4</th> <th>5</th> <th>6</th> <th>7</th> <th>8</th> <th>9</th> <th>10</th> <th>11</th> <th>12</th> </tr> </thead> </table>												Packages		Quantity	Description and Code No (Give details of each separately)	Value/ Tariff Value. (Rs.)	Duty			Additional duty equal to excise duty			Total Duty	Number and Des- cription	Marks and Number			(Rs.)	I.C.T. Items No.	Rate including specia duty.	Amount (Rs.)	Value (Rs.)	Rate	Amonut. (Rs.)	Column 8 Plus- Column 11 (Rs)	1	2	3	4	5	6	7	8	9	10	11	12
Packages		Quantity	Description and Code No (Give details of each separately)	Value/ Tariff Value. (Rs.)	Duty			Additional duty equal to excise duty			Total Duty																																				
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1	2	3	4	5	6	7	8	9	10	11	12																																				

Gross Weight	Total No. of Packages (in words)	I. M. Clerk	Invoice Value (State F. O.B.C.&F or C.I.F.)	Freight(if not included in invoice value)	Insurance (if not included in invoice value)	Exchange Rate	C.I.F. value in rupees	Landing Charges.	Total duty (in words by pinpoint typewriter)																																								
<table border="1"> <thead> <tr> <th>Import Licence No. (s) /O.G.L. No/Exemption (Quote below)</th> <th>Date of presentation to group</th> <th>Licence Registry stamp.</th> <th>Licence pre-audit stamp</th> <th>(Declaration to be signed by the Custom House Agent)</th> </tr> </thead> <tbody> <tr> <td>Daily List.....</td> <td>Stamp showing collection.</td> <td colspan="3"> <p>1. I/We declare to the best of my/our knowledge and belief that the contents of this bill of entry for goods imported against Bill of Lading No..... datedare in accordance with the invoice No..... dated.....and of other documents, presented herewith.</p> <p>2. I/ We declare that I/We have not received any other document or information showing a different price, value, quantity or description of the said goods and that if at any time hereafter I/We receive any documents from the importer showing different facts, I/We will immediately make the same known to the Collector of Customs.</p> <p>N.B.:—Where a declaration in this form is made by the Custom House Agent, a declaration in the prescribed form shall be furnished by the Importers of the goods covered by this bill of entry.</p> <p style="text-align: right;">Signature of the Clearing Agent, Clearing Agent's No., Name and Address :</p> </td> </tr> <tr> <td>Revenue Posting</td> <td></td> <td colspan="3"></td> </tr> <tr> <td>Trade Return</td> <td></td> <td colspan="3"></td> </tr> <tr> <td>I.A.D.</td> <td></td> <td colspan="3"></td> </tr> <tr> <td>C.R.A.D.</td> <td></td> <td colspan="3"></td> </tr> <tr> <td>M.C.D. Key Register</td> <td></td> <td colspan="3"></td> </tr> <tr> <td>M.C.D. Manifest Posting</td> <td></td> <td colspan="3"></td> </tr> </tbody> </table>										Import Licence No. (s) /O.G.L. No/Exemption (Quote below)	Date of presentation to group	Licence Registry stamp.	Licence pre-audit stamp	(Declaration to be signed by the Custom House Agent)	Daily List.....	Stamp showing collection.	<p>1. I/We declare to the best of my/our knowledge and belief that the contents of this bill of entry for goods imported against Bill of Lading No..... datedare in accordance with the invoice No..... dated.....and of other documents, presented herewith.</p> <p>2. I/ We declare that I/We have not received any other document or information showing a different price, value, quantity or description of the said goods and that if at any time hereafter I/We receive any documents from the importer showing different facts, I/We will immediately make the same known to the Collector of Customs.</p> <p>N.B.:—Where a declaration in this form is made by the Custom House Agent, a declaration in the prescribed form shall be furnished by the Importers of the goods covered by this bill of entry.</p> <p style="text-align: right;">Signature of the Clearing Agent, Clearing Agent's No., Name and Address :</p>			Revenue Posting					Trade Return					I.A.D.					C.R.A.D.					M.C.D. Key Register					M.C.D. Manifest Posting				
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Declaration to be signed by an Importer clearing his goods with/without the help of a Custom House Agent,

FOR CUSTOMS HOUSE USE

Notes in the Group

Examination Report

DECLARATION

1. I/We declare to the best of my/our knowledge and belief that the contents of invoice (s) No. (s) dated of M/s. and of other documents relating to the goods covered by the said invoice (s) and presented herewith are true and correct in every respect.

OR

I/We declare to the best of my/our knowledge and belief that the contents of this bill of entry for goods imported against Bill of Lading No. dated are in accordance with the invoice No. dated and other documents presented herewith are true and correct in every respect.

2. I/We declare that I/We have not received and do not know of any other documents or information showing a different price, value (including local payments whether as commission or otherwise), quantity or description of the said goods and that if any time hereafter I/We discover any information showing a different state of facts, I/We will immediately make the same known to the Collector of Customs
3. I/We declare that goods covered by the bill of entry have been imported on an out-right purchase/consignment account.
4. I/We am/are not connected with the suppliers/manufacturers as :
 - (a) agent/distributor/indentor/Branch/subsidiary/ concessionaire; and
 - (b) Collaborator entitled to the use of the trade mark, patent or design; }
 - (c) Otherwise that as ordinary importers or buyers.
5. I/We declare that the method of invoicing has not changed since the date on which my/our books of accounts and or agreement with the suppliers were examined previously by Custom House.

N.B.—Strike out whichever is inapplicable.

Signature of importer

FOR CUSTOMS HOUSE USE

Documents presented with bill of entry. Check here additional documents required.

1. Invoice.....
2. Packing list
3. Bank Draft.....
4. Insurance Memo/Policy
5. Bill of Lading or Delivery Order
6. Import Licence/Customs Clearance Permit.....
7. Certificate of Origin
8.

(on duplicate copy only)

Passed out of Customs Charge.

Proper Officer.

(Actual designation to be indicated)

ANNEXURE-II
ORIGINAL
Bill of Entry For Warehousing
(see regulation 2)

BOND DEPARTMENT Serial No. Date	Vessel's Name	Rotation No. and Year Line No.	Country of origin and Country of consign- ment, if different	Bill of Lading No. and Date	Importer's name and address
--	------------------	---	--	-----------------------------------	--------------------------------

Packages		Quantity	Description and Code No. (Give details of each class separately)	Value/ Tariff Value	Duty		Additional duty equal to excise duty			TOTAL DUTY	
Number and Des- cription	Marks and Numbers				I.C.T. Item No.	Rate in- cluding special and re- gulatory Duty, if any	Amount	Value	Rate	Amount	Column 8 Plus Column 11
				(Rs.)		(Rs.)	(Rs.)	(Rs.)		(Rs.)	(Rs.)
1	2	3	4	5	6	7	8	9	10	11	12

Gross weight	Total No. of packages (in words)	I.M. Clerk	Invoice Value (state F.O.B., C&F or C.I.F.)	Freight (if not included in the invoice value)	Insurance (if not included in the invoice value)	Exchange rate	C.I.F. value in rupees	Landing charges	Total Duty (in words by pin-point typewriter)
--------------	----------------------------------	------------	---	--	--	---------------	------------------------	-----------------	---

Import Licence No.(s)/O.G.L. No./Exemption (Quote below)	Date of presentation to group	Licence Registry Stamp	Licence Pre-audit Stamp	(Declaration to be signed by the Importer/Customs House Agent).
--	-------------------------------	------------------------	-------------------------	---

Date(s) of presentation to: Appraising Group Licence Section Examination Centre Bond Section Warehouse	Daily List Revenue Posting. Trade Return. I.A.D. C.R.A.D. M.C.D. Key Register M.C.D. Manifest Posting	Bond Registered under No. Date. Bond Bill of Entry No. Date. Date of Deposit of goods in warehouse	<p>1. I/We apply for leave to deposit the goods mentioned hereinabove in the..... warehouse being a Public/Private warehouse appointed/licensed under the Customs Act, 1962.</p> <p>2. I/We declare to the best of my/our knowledge and belief that the contents of this bill of entry for goods imported against Bill of Lading No..... dated..... are in accordance with the invoice No.(s).....dated..... and other documents presented herewith.</p> <p>3. I/We declare that I/We have not received any other document or information showing a different price, value, (including local payments whether as commission or otherwise), quantity or description of the said goods and that if at any time hereafter I/We receive any documents from the Importer showing different facts, I/We will immediately make the same known to the Collector of Customs.</p> <p>N.B.—Where a declaration in this form is made by the Custom House Agent, a declaration in the prescribed form shall be furnished by the Importers of the goods covered by this bill of entry.</p> <p style="text-align: right;">Signature of the Clearing Agent. Clearing Agent's No., Name and Address :</p>
---	---	--	--

Declaration to be signed by an Importer clearing his goods with/without the help of a Custom House Agent.

FOR CUSTOM HOUSE USE

DECLARATION

Notes in the Group

Examination Report

1. I/We declare to the best of my/our knowledge and belief that the contents of invoice(s) No.(s)..... of M/s. and of other documents relating to the goods covered by the said invoice(s) and presented herewith are true and correct in every respect.

OR

I/We declare to the best of my/our knowledge and belief that the contents of this bill of entry for goods imported against Bill of Lading No..... dated..... are in accordance with the invoice No..... dated..... and other documents presented herewith are true and correct in every respect.

2. I/We declare that I/We have not received and do not know of any other documents or information showing a different price, value (including local payments whether as commission or otherwise), quantity or description of the said goods and that if at any time hereafter I/We discover any information showing a different state of facts, I/We will immediately make the same known to the Collector of Customs.
3. I/We declare that goods covered by the bill of entry have been imported on an outright purchase/consignment account.
4. I/We am/are not connected with the suppliers/manufacturers as:
(a) Agent/distributor/indentor/Branch/subsidiary/concessionaire; and
(b) Collaborator entitled to the use of the trade mark, patent or design;
(c) Otherwise than as ordinary importer or buyers.
5. I/We declare that the method of invoicing has not changed since the date on which my/our books of accounts and/or agreement with the suppliers were examined previously by Customs House.

N.B.—Strike out whichever is inapplicable.

Signature of Importer.

(On duplicate copy only)

FOR CUSTOMS HOUSE USE

Documents presented with bill of entry. Check here additional document required

1. Invoice.....
2. Packing List.....
3. Bank Draft.....
4. Insurance Memo/Policy.....
5. Bill of Lading or Delivery Order.....
6. Import Licence/Customs Clearance Permit.....
7. Certificate of Origin.....
8.

Permitted removal to Bonded warehouse
under Customs control.

Proper Officer

(Actual designation to be indicated)

**ANNEXURE III
ORIGINAL**

*Bill of entry for Exbond Clearance for Home Consumption
(see regulation 2)*

Date of presentation to:
Bond Department
Appraising Group
Warehouse Officer

Vessel's
Name

Rotation No.
and Year
Line No.

Country of
origin and
Country of
Consignment,
if different

Bill of lading
No. and date

Importer's name and address

Packages		Quantity	Description and Code No. (Give details of each class separately)	Value/ Tariff Value	Duty			Additional duty equal to excise duty			TOTAL DUTY
Number and des- cription	Marks and Numbers			(Rs.)	I.C.T. Item No.	Rate in- cluding special and regu- latory duty, if any	Amount (Rs.)	Value (Rs.)	Rate	Amount (Rs.)	Column 8 plus col- umn 11 (Rs.)
1	2	3	4	5	6	7	8	9	10	11	12

Gross weight	Total No. of Packages (in words)	Date of deposit in warehouse	Total value as declared in the Into-Bond bill of entry No. dated..... Rs. (in words) (in figures)
Date of removal of the goods from warehouse			Total duty (in words by pinpoint typewriter)
Warehouse Officer.			
Daily List	Stamp showing duty collections	(Declaration to be signed by the Importer/Custom House Agent)	
Revenue Posting		1. We hereby declare the particulars given above to be true.	
Trade Return		2. We hereby apply for permission to clear the goods mentioned herein above from the Customs Bonded Warehouse subject to the provisions of the Customs Act, 1962.	
I.A.D.		Station	Signature of Importer/Clearing Agent.
C.R.A.D.		Date	Clearing Agent's No., Name and Address.
M.C.D. Key Register			
M.C.D. Manifest Posting.			

[No. 74/F. 2/4/67-CUS.VI.]

P. K. KAPOOR, Under Secy.

केन्द्रीय उत्पाद-शुल्क और सीमा शुल्क बोर्ड

सीमा-शुल्क

नई दिल्ली, 28 अगस्त, 1971

का०आ० 3242—सीमा-शुल्क अधिनियम, 1962 (1962 का 52वां) की धारा 46 के साथ पठित धारा 157 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड एतद्वारा निम्नलिखित विनियम बनाता है, अर्थात्:—

1. संक्षिप्त नाम.—इन विनियमों का नाम प्रवेश विपक्ष विनियम, 1971 होगा ।
2. प्रवेश विपक्ष का प्रारूप —गृह उपभोग के लिये, भाण्डागार के लिए और गृह उपभोग के निमित्त बाण्ड बाण्ड निकासी के लिये किसी माल के आयातकर्ता द्वारा पेश किये जाने वाला प्रवेश विपक्ष क्रमशः उपाबन्ध 1, उपाबन्ध 2 और उपाबन्ध 3 में विनिर्दिष्ट प्रारूप में होगा :

स्पष्टीकरण —इन विनियमों के प्रयोजनों के लिये “माल” पद के अन्तर्गत वह माल नहीं है जो अभिवहन या नौकान्तरण के लिये आशयित हो :

उपाध्याय 1

(विनियम 2 देखिए)

मूल

मृह उपयोग के लिए प्रवेश विपक्ष

पूर्ववर्ती मुद्रा	प्रवेश के लिए	आयात विभाग क्रम संख्या तारीख	जलयान का नाम	चक्रानक्रम सं० और वर्ष लाइन संख्या	उद्गम देश और परेषण देश, यदि वे भिन्न भिन्न हों	वहन पत्र की संख्या और तारीख	आयात कर्ता का नाम और पता				
वे केज		पावा	वर्णन और कोड संख्या (प्रत्येक वर्ग के ध्योरे पृथक-पृथक देजिए)	मूल्य/टैरिफ मूल्य (रु०)	शुल्क		उत्पाद-शुल्क के बराबर अतिरिक्त कुल शुल्क				
मदशा और वर्णन	चिह्न और संख्या				आई०सी०टी० मद संख्या	विशेष शुल्क सहित दर रकम (रु०)	मूल्य दर रकम स्तर 8 (रु०) और स्तर II का योग (रु०)				
1	2	3	4	5	6	7	8	9	10	11	12

सकल भार	पैकेजों की कुल संख्या (शब्दों में)	आई० एम० कलर्क	बीजक मूल्य (एफ०ओ० बी०, सी० एण्ड एफ० या सी० आई० एफ० दीजिये)	माल भाड़ा (यदि वह बीजक मूल्य में सम्मिलित नहीं है)	बीमा (यदि वह बीजक मूल्य में सम्मिलित नहीं है)	विनिमय दर	सी० आई० एफ० मूल्य रूपों में	वहन प्रभार	कुल शुल्क (पिनप्वाइट टाइपराइटर द्वारा (शब्दों में)
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आयात अनुज्ञप्ति सं०/ ओ०जी०एल० सं०/ समूह को पेश करने की तारीख
छूट (नीचे लिखिए) १

अनुज्ञप्ति रजिस्ट्री मुद्रा । अनुज्ञप्ति पूर्व लेखा परीक्षा मुद्रा, सीमा शुल्क गृह अभिकर्ता द्वारा हस्ताक्षरित की जाने वाली घोषणा

दैनिक सूची

राजस्व खतियाना

व्यापार विवरणी

आई० ए० डी०

सी० आर० ए० डी०

एम० सी० डी० मूल रजिस्टर

एम० सी० डी० प्रव्यक्त खतियाना

संग्रहण दर्शित करने

वाली मुद्रा

1. मैं/हम अपनी सर्वोत्तम जानकारी और विश्वास के अनुसार यह घोषणा करना/करते हैं कि बहन पत्र सं०—तारीख पर आयात किए गए माल के लिए इस प्रवेश विपत्र की अन्तर्बस्तुएं बीजक सं० तारीख और इसके साथ पेश की गयी अन्य दस्तावेजों के अनुसार है ।

2. मैं/हम यह घोषणा करता हूँ/करते हैं कि मुझे/हमें कोई अन्य ऐसी दस्तावेज या जानकारी प्राप्त नहीं हुई है जो उक्त माल की कोई विभिन्न कीमत, मूल्य, परिमाण या वर्णन दर्शित करती हो और यदि इसके पश्चात् किसी भी समय मुझे/हमें विभिन्न तथ्यों को दर्शित करने वाली कोई दस्तावेज आयातकर्ता से प्राप्त होगी तो मैं/हम उसकी जानकारी तत्काल सीमा शुल्क कलेक्टर को दूंगा/देंगे ।

संक्षिप्त टिप्पण :— जहाँ सीमा शुल्क गृह अभिकर्ता द्वारा इस प्रश्न में कोई घोषणा की जाती है, वहाँ इस प्रवेश विपत्र के अन्तर्गत आने वाले माल के आयातकर्ता विहित प्रश्न में एक से घोषणा प्रस्तुत करेंगे ।

निकासी अभिकर्ता के हस्ताक्षर

निकासी अभिकर्ता सं०, उसका नाम और पता

सीमा-मुक्त ग्रह अभिकर्ता की सहायता से /सहायता के बिना अपने माल की निकासी करने वाले आयातकर्ता द्वारा हस्ताक्षरित की जाने वाली घोषणा ।

घोषणा

सीमा मुक्त ग्रह के उपयोग के लिए

समूह में टिप्पण

परीक्षा रिपोर्ट

1. मैं / हम अपनी सर्वोत्तम जानकारी और विश्वास के अनुसार यह घोषणा करता हूँ/करते हैं कि मैंसर्स के बीजक संख्या (संख्याओं) तारीख की और उक्त बीजक (बीजकों) के अन्तर्गत आने वाले माल से सम्बन्धित अन्य दस्तावेजों, कौ, जो इसके साथ पेश की गई हैं, अन्तर्वस्तुएं हर प्रकार से सही और ठीक हैं।

अथवा

मैं / हम अपनी सर्वोत्तम जानकारी और विश्वास के अनुसार यह घोषणा करता हूँ / करते हैं कि वहन पत्र सं० तारीख पर आयात किए गए माल के लिए इस प्रवेश विपत्र की अन्तर्वस्तुएं बीजक सं० तारीख और इसके साथ पेश की गई अन्य दस्तावेजों के अनुसार हैं और हर प्रकार से सही और ठीक हैं।

2. मैं / हम यह घोषणा करता हूँ / करते हैं कि मुझे / हमें कोई अन्य ऐसी दस्तावेज या जानकारी प्राप्त नहीं हुई है, और नहीं उसके बारे में मैं जानता हूँ / हम जानते हैं, जो उक्त माल की विभिन्न कीमत, मूल्य (जिस के अन्तर्गत स्थानीय संदाय भी हैं चाहे वे कमीशन के रूप में हों या अन्यथा) परिणाम या वर्णन दर्शित करती हो और यदि उसके पश्चात् किसी भी समय मुझे / हमें, विभिन्न तथ्यों को दर्शित करने वाली किसी जानकारी का पता चलेगा तो मैं / हम उसकी जानकारी तत्काल सीमा-मुक्त कलेक्टर को दूंगा / देंगे।

3. मैं/हम यह घोषित करता हूँ/करते हैं कि प्रवेश विपत्र के अन्तर्गत आने वाले माल को सीधे क्रय/परेषण खाते में आयात किया गया है ।
4. मैं/हम प्रदायों/विनिर्माताओं से निम्नलिखित किसी भी रूप में संबद्ध नहीं हूँ/नहीं हैं—
 - (क) अभिकर्ता/वितरक/मांगकर्ता/शाखा/समनवसी/रियायतप्राप्ती के रूप में,
 - (ख) व्यापार चिह्न, पेटेन्ट या नमूने का उपयोग करने के लिए हकदार सहयोगी के रूप में, और
 - (ग) सामान्य आयातकर्ता या क्रेता से भिन्न किसी रूप में ।
5. मैं/हम यह घोषित करता हूँ/करते हैं कि बीजक तैयार करने की पद्धति में, उस तारीख से कोई परिवर्तन नहीं हुआ है, जिससे मेरी/हमारी लेखा पुस्तकों की और/या प्रवायकों के साथ मेरे/हमारे करार की सीमा-शुल्क द्वारा पहले परीक्षा की गई थी।

नोट :—जो लागू न हो उसे काट दीजिए ।

सीमा-शुल्क बृह के उपयोग के लिए

प्रवेश विपत्र के साथ पशु की जाने वाली दस्तावेजों/अपेक्षित अतिरिक्त दस्तावेजों की यहां पड़ताल की जाए

1. बीजक
2. पैकिंग सूची.....
3. बैंक ड्राफ्ट.....
4. बीमा स्थापन / पालिसी ।.....
5. वहन-पत्र या परिदान आदेश
6. आयात अनुज्ञप्ति // सीमा-शुल्क निकासी अनुज्ञापत्र
7. उद्गम का प्रमाण-पत्र
8.

(केवल दूसरी प्रति पद)

सीमा-शुल्क के भारसाधन से निकाला गया

उचित अधिकारी

(रास्तबिक पदाभियान सूचित किया जाए)

उपाबन्ध 2
(विनियम 2 देखिए)
भग्नागारण के लिए प्रवेश

वार्ड विभाग संख्या तारीख		जनयान का नाम	चक्रानुक्रम सं० और वर्ष लाइन संख्या	उद्गम देश और परिषद देश, यदि वे भिन्न भिन्न हों	वहन-पत्र की संख्या और तारीख	आयातकर्ता का नाम और पता				
पैकेज		वर्णन और कोडसंख्या (प्रत्येक वर्ग के व्योरे पृथक पृथक दीजिए)	मूल्य टैरिफ मूल्य (रु०)	शुल्क पाई० सी० टी० मद संख्या	शल्क विशेष और विनियमन शुल्क सहित दर	उत्पादन के बराबर रकम (रु०)	मूल्य (रु०)	दर रकम	अतिरिक्त शुल्क	कुल शुल्क
संख्या और वर्णन	चिह्न और संख्या	मात्रा								स्तम्भ 8 और स्तम्भ 11 का योग
1	2	3	4	5	6	7	8	9	10 11	12

सफल भार	पैकेजों की कुल सं० (शब्दों में)	आई०एम० क्लर्क	बीजक मूल्य (एफ०ओ०बी०, सी०एण्डएफ० या सी०आई० एफ०बीजिए)	माल भाड़ा (यदि वह बीजक दर मूल्य में सम्मिलित नहीं है)	बीमा (यदि विनिमय सी०अमई० वह बीजक दर मूल्य में रूपों में सम्मिलित नहीं है)	वहन प्रभार	कुल शुल्क (पिनपाइंट टाइप राइटर्स द्वारा (शब्दों में)
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आयात अनुज्ञप्ति सं०/ओ०जी०एल० सं०/छूट (नीचे लिखिए)	समूह को पेश करने की तारीख	अनुज्ञप्ति रजिस्ट्री मुद्रा	अनुज्ञप्ति पूर्व लेखा परीक्षा मुद्रा	आयातकर्ता/सीमा-शुल्क गृह अधिकर्ता द्वारा हस्ताक्षरित की जाने वाली घोषणा
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1	2	3	4	5	6
निम्नलिखित को पेश करने की तारीख ! (तारीखें) मल्यांकन समूह अनुज्ञप्ति अनुभाग परीक्षण केन्द्र वांड अनुभाग भाण्डागार	दैनिक सूची राजस्व खतियान व्यापार विवरणी आई० ए० डी० सी० आर० ए० डी० एम०सी०डी० मूल रजिस्ट्रर एम० सी० डी० प्रत्यक्त खतियाना	सं० ! तारीख के अधीन रजिस्ट्रीकृत बांड वांड प्रवेश विपन्न संख्या .. तारीख भाण्डागार में माल के निक्षेप की तारीख	1. मैं/हम यहां ऊपर वर्णित माल को भाण्डागार में जो सीमा शुल्क अधिनियम, 1962 के अधीन नियुक्त अनुज्ञप्ति पब्लिक/प्राइवेट भाण्डागार है निश्चित करने की इजाजत के लिए आवेदन करता हूँ/करते हैं । 2. मैं/हम अपनी सर्वोत्तम जानकारी और विश्वास के अनुसार यह घोषणा करता हूँ/करते कि वहन पत्र सं० तारीख है पर आयात किए गए माल के लिए इस प्रवेश विपन्न की अन्तर्गत वस्तुएं बीजक सं० .. तारीख और इसके साथ पेश किए गए अन्य दस्तावेजों के अनुसार हैं ।		

सीमान्शुल्क गृह अभिकर्ता की सहायता से सहायता के बिना अपने माल की निकासी करने वाले आयातकर्ता द्वारा हस्ताक्षरित की जाने वाली घोषणा ।

घोषणा

1. मैं / हम अपनी सर्वोत्तम जानकारी और विश्वास के अनुसार यह घोषणा करता हूँ / करते हैं कि मैं/सर्स के बीजक संख्या (संख्याओं) तारीख की और उक्त बीजक / बीजकों के अन्तर्गत आने वाले माल से सम्बन्धित अन्य दस्तावेजों की, जो इसके साथ पेश की गई हैं, अन्तर्वस्तुएं हर प्रकार से सही और ठीक हैं ।

प्रथवा

मैं / हम अपनी सर्वोत्तम जानकारी और विश्वास के अनुसार यह घोषणा करता हूँ / करते हैं कि वहन पत्र सं० तारीख पर आयात किए गए माल के लिए इस प्रवेश विपत्र की अन्तर्वस्तुएं बीजक सं० तारीख और इसके साथ पेश की गई अन्य दस्तावेजों के अनुसार है और हर प्रकार से वही और ठीक हैं ।

2. मैं / हम यह घोषणा करता हूँ / करते हैं कि मुझे / हमें कोई अन्य ऐसी दस्तावेज या जानकारी प्राप्त नहीं हुई है, और न ही उसके बारे में मैं जानता हूँ / हम जानते हैं जो उक्त माल की विभिन्न कीमत, मूल्य (जिसके अन्तर्गत स्थानीय संदाय भी है चाहे वे कमीशन के रूप में हो या अन्यथा), परिमाण या वर्णन दर्शित करती हो और यदि इसके पश्चात् किसी भी समय मुझे / हमें, विभिन्न तथ्यों को दर्शित करने वाली किसी जानकारी का पता चलेगा तो मैं / हम उसकी जानकारी तत्काल सीमान्शुल्क कलेक्टर को दूंगा / दूँगे ।

सीमा शुल्क गृह के उपयोग के लिए

समूह में टिप्पण

परीक्षा रिपोर्ट

3. मैं / हम यह घोषित करता हूँ / करते हैं कि प्रवेश विपत्त के अन्तर्गत आने वाले माल को सीधे क्रय परेषण खाते में आयात किया गया है ।
4. मैं / हम प्रदायका / विनिर्माताओं से निम्नलिखित किसी भी रूप में संबद्ध नहीं हूँ / नहीं है
 (क) अभिकर्ता / वितरक / मांगकर्ता / शाखा / समनुषंगी / रियायत ग्राही के रूप में,
 (ख) व्यापार, चिह्न, पेटेन्ट या नमूने का उपयोग करने के लिए हकदार सहयोगी के रूप में, और
 (ग) सामान्य आयातकर्ता या क्रेता से भिन्न किसी रूप में ।
5. मैं / हम यह घोषित करता हूँ / करते हैं कि बीजक तैयार करने की पद्धति में, उस तारीख से कोई परिवर्तन नहीं हुआ है, जिस से मेरी / हमारी लेखा पुस्तकों की और / या प्रदायकों के साथ मेरे / हमारे सहयोगी करार की सीमान्मुक्त द्वारा पहले परीक्षा की गई थी ।

नोट :—जो लागू न हो उसे काट दीजिए ।

अभिकर्ता के हस्ताक्षर

सीमा-शुल्क गृह के उपयोग के लिए

प्रवेश विपत्त के साथ पेश की जाने वाली दस्तावेज /अपेक्षित अतिरिक्त दस्तावेजों की
यहां पड़ताल कीजिए ।

1. बीजक
2. पकिंग सूची
3. बैंक ड्राफ्ट
4. बीमा ज्ञापन / पालिसी
5. वहनपत्र या परिदान आदेश
6. आयात अनुज्ञप्ति /सीमा-शुल्क निकासी अनुज्ञापत्र
7. उद्गम का प्रमाण पत्र
8.

(केवल दूसरी प्रति पर)
सीमा-शुल्क के नियंत्रणाधीन के भाण्डार में
रखने दी अनुज्ञा दी ।

उचित अधिकारी
(वास्तविक पदाभिरान
सूचित किया जाए)

उपाबन्ध 3
(विनियम 2 देखिए)

मूल

गृह-उपभोग के लिए बाण्ड-बाह्य निकासी के लिए प्रवेश-विपक्ष

निम्नलिखित को पेश करने की तारीख		जलयान का नाम	चक्रानुक्रम सं० और वर्ष	उदगम देश और परेषण देश यदि, वे भिन्न-भिन्न हों	वहन पत्र की संख्या और तारीख	आयातकर्ता का नाम और पता	
बाण्ड विभाग			लड़िन				
मूल्यांकन समूह			संख्या				
भाण्डागार अधिकारी							

पैकेज		वर्णन और कोड संख्या (प्रत्येक वर्ग के व्योरे पृथक पृथक दीजिए)	मूल्य/टैरिफ मूल्य (र०)	शुल्क आई०सी०टी० मद संख्या 2 विशेष और विनियमन शुल्क सहित दर	उत्पाद-शुल्क के बराबर अतिरिक्त शुल्क				कुल शुल्क
संख्या और वर्णन	चिह्न और संख्या				मात्रा	रकम (र०)	मूल्य (र०)	दर	
									स्तंभ 8 और स्तंभ 11 का योग (र०)

सकल भार	पैकेजों की संख्या कुल (शब्दों में)	भाण्डागार में निक्षेप में तारीख	कुल मूल्य, जो वाण्ड-अन्तर प्रवेश-विपत्र सं० तारीख..... में घोषित किया गया है। रुपये (शब्दों में) (अंकों में)
भाण्डागार से माल हटाने की तारीख भाण्डागार अधिकारी			कुल शुल्क (पिनप्वाइंट टाइपराइटर द्वारा शब्दों में)
दैनिक सूची राजस्व खतियान ब्यापार विवरणी आई० ए० डी० सी० आर० ए० डी० एस० सी० डी० मूल रजिस्टर एस० सी० डी० प्रव्यक्त खतियाना	संग्रहण दर्शित करने वाली मुद्रा	<p>आयात कर्ता/सीमा-शुल्क गृह अभिकर्ता द्वारा हस्ताक्षरित की जाने वाली घोषणा।</p> <ol style="list-style-type: none"> हम एतद्वारा यह घोषित करते हैं कि ऊपर दी गई विशिष्टियां सही हैं। सीमा शुल्क अधिनियम, 1962 के उपबन्धों के अध्वधीन रहते हुए यह यहां ऊपर वर्णित माल की सीमा शुल्क वाण्डेड भाण्डागार से निकासी की अनुज्ञा के लिए एतद्वारा आवेदन करते हैं। 	

स्थान :

आयात कर्ता/निकासी अभिकर्ता के हस्ताक्षर

तारीख :

: निकासी अभिकर्ता संख्या, 3 का नाम और पता

[सं० 74/फा० सं० 2/4/67-सी० बु०-6]

पी० के० कपूर, अपर सचिव।

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 23rd August 1971

S.O. 3243.—Whereas an industrial dispute exists between the management of The Indian Iron and Steel Company Limited, Chasnalla Colliery, Post Office Pathardih, District Dhanbad, and their workmen represented by Mine Mazdoor Union, Post Office Sijua, District Dhanbad;

And whereas the said employers and workmen have by written agreement in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947, the Central Government hereby publishes the said arbitration agreement which was received by it on the 9th August, 1971.

Agreement

(Under Section 10A of the Industrial Disputes Act, 1947).

BETWEEN

NAME OF PARTIES:

Representing employers—The Indian Iron & Steel Co Ltd.

Representing workmen—Mine Mazdoor Union.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri O. Venkatachalam, Chief Labour Commissioner (Central), New Delhi.

(i) *Specific matters in dispute.*—(a) Whether in case of future vacancies in the Chasnalla Project of IISCO Ltd., the workmen named in the Annexure 'A' attached herewith will, in view of their length of service in Company's project, have preference over others,

(b) Whether the said workers will be legally entitled to any benefits for the period they remain unemployed? If so, what would be the benefits?

(c) Whether the workers who went on strike in the month of April '71 will be entitled to any wages for the strike period? If so, what should be quantum thereof?

(ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*—Indian Iron & Steel Co. Ltd., Chasnalla Colliery, Pathardih P.O.

(iii) *Name of the Union, if any, representing the workmen in question.*—Mine Mazdoor Union.

(iv) *Total number of workmen employed in the undertaking affected.*—1,234.

(v) *Estimated number of workmen affected or likely to be affected by the dispute.*—897.

We further agree that the decision of the arbitration shall be binding on us.

The arbitrator is requested to make his award within a period of three months.

SIGNATURE OF THE PARTIES:

Representing employers:

(Sd.) Illegible.

(Sd.) Illegible.

Representing workmen:

(Sd.) Illegible.

(Sd.) Illegible.

Witness:

1. Sd/- Illegible.

2. Sd/- Illegible.

ANNEXURE A

Sl. No.	Name	Old Designati
1.	Sri Chandri Prasad	Sinker
2.	Sri Lal Md. Ansari	Sinker
3.	Sri Khopu Banerjee	Sinker
4.	Sri Karmi Mahato	Sinker
5.	Sri Bijoy Tantobai	Sinker
6.	Sri Bhakteshwer Bowri	Sinker
7.	Sri Avimunya Prasad	Sinker
8.	Sri Ramnatesh	Sinker
9.	Sri Santokh Singh	Sinker
10.	Sri S. Velecheri	Sinker
11.	Sri Remdayal Singh	Sinker
12.	Sri Sher Mod.	Sinker
13.	Sri Seryu I d. Singh	Sinker
14.	Sri Raghu Singh	Sinker
15.	Sri Atjun Singh	Sinker
16.	Sri Swaroop Singh	Sinker
17.	Sri Pritem Singh	Sinker
18.	Sri Noor Md.	Sinker
19.	Sri Ram Singh	Sinker
20.	Sri Ajit Singh	Sinker
21.	Sri Ratan Singh	Sinker
22.	Sri Jagdish Singh	Sinker
23.	Sri Jginder Singh	Sinker
24.	Sri Abhay Singh	Sinker
25.	Sri J.S. Tiwary	L. Sinker
26.	Sri T.R. Bhusal	Gn. Mazdoor
27.	Sri Remsamuj	Gn. Mazdoor
28.	Sri Azimuddin	Comp. Khalasi
29.	Sri C.K. Velu	Gn. Mazdoor
30.	Sri Lakhram Bowri	"
31.	Sri Hakim Mahato	"
32.	Md. Muslim	"
33.	Sri A. Banerjee	Elec. Helper
34.	Md. Seraj	"
35.	Sri Gurpal Singh	Electrician
36.	Sri P.C. Das	Gn. Mazdoor
37.	Sri A.K. Hazra	"
38.	Sri Md. Mobinuddin	Gn. Mazdoor (IV)
39.	Sri Mansoor Ahamad	Gn. Mazdoor
40.	Sri A. Chandran	Mech. Fitter
41.	Sri Remjan No. 1	Sinker
42.	Sri B.P. Saw	Comp. Khalasi
43.	Sri Ajaib Singh No. 2	Sinker
44.	Sri Santokh Singh	L. Sinker
45.	Sri Abdul Hamid Ansari	Gn. Mazdoor
46.	Sri U.P. Burel	Electrician
47.	Md. Kurban	Gn. Mazdoor(S)
48.	Sri Dosh Md. Khan	Gn. Mazdoor(S)
49.	Sri Samim Ahmad	Welder
50.	Sri S.S. Ahmad	Fitter
51.	Sri Kasim Ansari	Gn. Mazdoor
52.	Sri Kamruddin	Gn. Mazdoor
53.	Sri Ajaib Singh No. 1	Sinker
54.	Sri Pyara Singh	L. Sinker
55.	Sri Habu Mia	Sinker
56.	Sri Nakat Mall	Sinker
57.	Sri Murali Pd.	Sinker
58.	Sri Gurdiyul Singh	Electrician
59.	Sri Sarjit Singh	Mech. Fitter
60.	Sri Ramnagina Yadav	Ind Chalgeman
61.	Sri D.K. Mukherjee	Electrician

Sl. No.	Name	Old designation
62.	Sri Bharat Lal	Sinker
63.	Sri C.K. Pandey	Gn. Mazdoor
64.	Sri Shyamlal Marina	Mech. Chargeman
65.	Sri N.N. Das	Winding Engine Opr.
66.	Sri J.M. Ghosh	"
67.	Sri B.B. Roy	"
68.	Sri Abbu Shama	"
69.	Sri Naroop Singh	"
70.	Sri S. Manivellu	"
71.	Sri Ali Manzar	"
72.	Sri Tittu Saw.	Fitter
73.	Sri M.S. John	Mechanical Foreman
74.	Sri Rameshwar Mistry	Blacksmith
75.	Sri Kapildeo Choudhury	Electrical Helper
76.	Sri Desai Saw	Sinker
77.	Sri B.R. Lala	Sinker
78.	Sri Lakhnan Gorai	L. Sinker
79.	Sri Ramjan No. 2	Sinker
80.	Sri Natwar Gorai	Sinker
81.	Sri Ralaqe Khan	Sinker
82.	Sri Basir Ansari	Sinker
83.	Jaldayal Rai	Sinker
84.	Sri Insan Ansari	Sinker
85.	Sri Samluddin	Banksman
86.	Sri Singara Singh	Banksman
87.	Sri Md. Faruque	Banksman
88.	Sri Jabbar Ansari	Banksman
89.	Sri Kailash Singh	Sinker
90.	Sri Md. Safi	Sinker
91.	Sri Abdul Samad	Gn. Mazdoor(S)
92.	Sri P. Gandhi	Sinker
93.	Sri Ajit Kr. Mishra	Sinker
94.	Sri Aziz Ansari	Gn. Manzdoor(S)
95.	Sri Sarbeshwar Dhoba	Sinker
96.	Sri Bandhu Rajak	Sinker
97.	Sri Md. Yusuf	Sinker
98.	Sri Dasarath Mahato	Gn. Mazdoor(S)
99.	Sri Abbas Ansari	Sinker
100.	Sri Sukdeo Rajak	Sinker
101.	Sri Moharam Ansari	Sinker
102.	Sri P. Krishnan	Ind Chargeman
103.	Sri Raghab Singh	Chargeman
104.	Sri Bakshi Singh	Supervisor
105.	Sri Jagir Singh	Supervisor
106.	Sri V. Upadhyaya	Supervisor
107.	Sri B. Mishra	Supervisor
108.	Sri Jawad Ahmad	Fitter.

[No. L-2012/70/71-LR. II.].

R. KUNJITHAPADAM, Under Secy.

श्रम और पनबल मंत्रालय

(श्रम और रोजगार विभाग)

नई दिल्ली, 23 अगस्त, 1971

का० प्र० 3243.— यतः दी इण्डियन प्रायरन एण्ड स्टील कम्पनी लिमिटेड, चसिनारुला कोलियरी डाकघर पाथारडी, जिला धनबाद के प्रबन्धतंत्र और उनके कर्मचारों के बीच, जिनका प्रतिनिधित्व माइन मजदूर यूनियन, डाकघर सिजुआ जिला धनबाद करती है, एक औद्योगिक विवाद विद्यमान है ;

और यतः उक्त नियोजकों और कर्मकारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें वर्णित व्यक्ति के माध्यस्थ के लिये निर्दिष्ट करने का करार कर लिया है और उक्त माध्यस्थ करार की एक प्रति केन्द्रीय सरकार को भेजी गई है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (3) के उपबन्धों अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थ करार को, जो उसे 9 अगस्त, 1971 को मिला था, एतद्द्वारा प्रकाशित करती है ।

(करार)

औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन

पक्षकारों के नाम .

नियोजकों का प्रतिनिधित्व करने वाले

दी इण्डियन आयरन एण्ड स्टील कम्पनी लिमिटेड

कर्मकारों का प्रतिनिधित्व करने वाले

माइन मजदूर यूनियन

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को श्री आ० वेंकटाचलम, मुख्या श्रमायुक्त (केन्द्रीय) नई दिल्ली के माध्यस्थ के लिये निर्दिष्ट करने का करार किया गया है ।

(1) विनिर्दिष्ट विवाद प्रस्त विषय .

(क) क्या इण्डियन आयरन एण्ड स्टील कम्पनी लिमिटेड की चासनाल्ला परियोजना में भविष्य में होने वाली रिक्तियों की स्थिति में इसके साथ संलग्न अनुबन्ध "क" में उल्लिखित कर्मकारों को कम्पनी की परियोजना में उनकी सेवावधि को ध्यान में रखते हुए दूसरे कर्मकारों की अपेक्षा अधिमान मिलेगा ?

(ख) क्या उक्त कर्मकार बेरोजगार रहने की अवधि के लिये किन्हीं लाभों के वैध रूप में हकदार होंगे ? यदि हाँ, तो ऐसे लाभ क्या होंगे ?

(ग) क्या ऐसे कर्मकार जो अप्रैल, 1971 के मास में हड़ताल पर गये थे, हड़ताल की अवधि के लिये किसी मजदूरी के हकदार होंगे ? यदि हाँ, तो मजदूरी की प्रमत्ता क्या होनी चाहिये ?

(2) विवाद के पक्षकारों का विवरण जिसमें अर्तवलिप्त स्थापन या उपक्रम का नाम और पता भी सम्मिलित है ।

इण्डियन आयरन एण्ड स्टील कम्पनी लिमिटेड चासनाल्ला कोलियरी डाकघर पाथारडी

(3) यदि कोई संघ प्रस्तगत कर्मकारों का प्रतिनिधित्व करता हो तो उसका नाम ।

माइन मजदूर यूनियन ।

(4) प्रभावित उपक्रम में नियोजित कर्मकारों की
कुल संख्या 1234

(5) विवाद द्वारा प्रभावित या सम्भाव्यतः
प्रभावित होने वाले कर्मकारों की प्राव-
कलित संख्या 897

हम यह करार भी करते हैं कि मध्यस्थ का विनिश्चय हम पर बाबद्ध कर होगा। मध्यस्थ का अनुरोध है कि अपना पंचाट तीन मास की कालावधि में दे दें।

पक्षकारों के हस्ताक्षर

नियोजकों का प्रतिनिधित्व करने वाले

ह०/- अस्पष्ट

ह०/- अस्पष्ट

साक्षी :

1. ह०/- अस्पष्ट

2. ह०/- अस्पष्ट

कर्मकारों का प्रतिनिधित्व करने वाले

ह०/- अस्पष्ट

ह०/- अस्पष्ट

अनुबन्ध "क"

क्रमांक	नाम	पुराना पदनाम
1	2	3
1	श्री चन्द्री प्रसाद	सिकर
2	श्री लाल मुहम्मद अंसारी	सिकर
3	श्री खोपु बनर्जी	सिकर
4	श्री कर्मी महातो	सिकर
5	श्री विजोय तांतोबे	सिकर
6	श्री भक्तेशवर बोउरी	सिकर
7	श्री अविमुन्या प्रसाद	सिकर
8	श्री राम नरेश	सिकर
9	श्री संतोष सिंह	सिकर
10	श्री एस० बेलाचारी	सिकर
11	श्री राम दयाल सिंह	सिकर
12	श्री शेर मोहम्मद	सिकर
13	श्री सरयू प्रसाद सिंह	सिकर
14	श्री रघुसिंह	सिकर
15	श्री अर्जुन सिंह	सिकर
16	श्री स्वरूप सिंह	सिकर

1	2	3
17	श्री प्रीतम सिंह	सिकर
18	श्री नूर मुहम्मद	सिकर
19	श्री राम सिंह	सिकर
20	श्री अजीत सिंह	सिकर
21	श्री रत्न सिंह	सिकर
22	श्री जगदीश सिंह	सिकर
23	श्री जगिन्दर सिंह	सिकर
24	श्री अमे सिंह	सिकर
25	श्री ने० एस० तिवारी	एन० सिकर
26	श्री टी० आर० मुनन	सामान्य मजदूर
27	श्री रमासामुज	सामान्य मजदूर
28	श्री अजिन्देन	कोम० खनासी
29	श्री सी० के० बेलु	सामान्य मजदूर
30	श्री लखी राम बोउरी	सामान्य मजदूर
31	श्री हाकिम महातो	सामान्य मजदूर
32	श्री मोहम्मद मुस्लिम	सामान्य मजदूर
33	श्री ए० ब्रतर्जी	एल० डेवर
34	श्री मोहम्मद चेरज	एन० डेवर
35	श्री गुरपान सिंह	विज गो मिस्त्री
36	श्री पी० सी० दास	सामान्य मजदूर
37	श्री ए० के० हाजरा	सामान्य मजदूर
38	श्री मोहम्मद योविन्देन	सामान्य मजदूर (4)
39	श्री मन्सूर अहमद	सामान्य मजदूर
40	श्री ए० चन्द्रन्	मैनेकल फिटर
41	श्री रमजान सव्या 1	सिकर
42	श्री बी० पी० साव	कोम० खनासी
43	श्री अजायब सिंह सं० 2	सिकर
44	श्री मंतोख सिंह	एन० सिकर
45	श्री अब्दुल हमीद अन्सारी	सामान्य मजदूर
46	श्री यू० पी० बुरेल	विज गो मिस्त्री
47	श्री मोहम्मद कुर्बान	सामान्य मजदूर (एम)
48	श्री बोष मोहम्मद खान	सामान्य मजदूर (एम)
49	श्री सनीम अहमद	बैलडर
50	श्री एम० एच० अहमद	फिटर
51	श्री कासिम अंसारी	सामान्य मजदूर
52	श्री कामरुद्दीन	सामान्य मजदूर
53	श्री अजायब सिंह सं० 1	सिकर
54	श्री धारा सिंह	एन० सिकर

1	2	3
55	श्री हाबु मियां	सिकर
56	श्री नाकाट माली	सिकर
57	श्री मुर्ली प्रसाद	सिकर
58	श्री गुर्य्याल सिंह	बिजली मिस्त्री
59	श्री सरजीत सिंह	मकैनिकल फिटर
60	श्री राम नगोना	दूसरा चार्जमैन
61	श्री डी० के० मुब्बर्जी	बिजली मिस्त्री
62	श्री मारत लाल	सिकर
63	श्री सी० के० पांडे	सामान्य मजदूर
64	श्री प्यामलाल मरीना	मकैनिकल चार्जमैन
65	श्री एन० एन० दास	वाइडिंग इंजन अप्रेटर
66	श्री जे० एम० घोष	"
67	श्री बी० बी० राय	"
68	श्री आम्बू शामा	"
69	श्री मारूप सिंह	"
70	श्री एस० मानी बेल्लु	"
71	श्री अली मन्जर	"
72	श्री टिट्ट साब	फिटर
73	एश्व एम० एम जाहन	मकैनिकल फोरमैन
74	श्री रामेश्वर मिस्त्री	लोहार
75	श्री कपिलदेव चौधरी	इलेक्ट्रिकल हेल्पर
76	श्री देसाई साब	सिकर
77	श्री बी० आर० लाल	सिकर
78	श्री लखन गोरे	एल० सिकर
79	श्री रमजान सं० 2	सिकर
80	श्री नटवर गोरे	सिकर
81	श्री रजाक खां	सिकर
82	श्री बसीर अन्सारी	सिकर
83	श्री जय दयाल राय	सिकर
84	श्री इन्सान अन्सारी	सिकर
85	श्री सामीउद्दीन	बैक्समैन
86	श्री सिकार सिंह	बैक्समैन
87	श्री मोहम्मद फारूक	बैक्समैन
88	श्री जब्बार अन्सारी	सिकर
89	श्री कैलाश सिंह	सिकर
90	श्री मोहम्मद साफी	सिकर
91	श्री अब्दुल समद	सामान्य मजदूर (एस)
92	श्री पी० गांधी	सिकर

1	2	3
93	श्री अजीत कुमार मिश्रा	सिकर
94	श्री अजीज अन्सारी	सामान्य मजदूर (एस)
95	श्री सर्वेश्वर घोषी	सिकर
96	श्री बन्धु रजाक	सिकर
97	श्री मोहम्मद यूसुफ	सिकर
98	श्री दसरथ महातो	सामान्य मजदूर (एस)
99	श्री अब्बास अन्सारी	सिकर
100	श्री सुकदेव रजाक	सिकर
101	श्री महरम अन्सारी	सिकर
102	श्री पी० कृष्णन्	सैफुड चार्जमैन
103	श्री राघव सिंह	चार्जमैन
104	श्री बक्शी सिंह	पर्यवेक्षक
105	श्री जागीर सिंह	पर्यवेक्षक
106	श्री बी० उताधाय	पर्यवेक्षक
107	श्री बी० मिश्रा	पर्यवेक्षक
108	श्री जाबद अहमद	फिटर

[सं० एन० 2012/70/71-एल० आर० 2]

आर० कुंजीयापदम, आर सचिव ।

